

SETTLEMENT AGREEMENT

RAJVEER SINGH GILL A.K.A. ROCKY GILL

AND

**HONDA CANADA INC., HONDA MOTOR COMPANY, LTD. AND HONDA OF
AMERICA, MFG INC.**

Made as of December 8, 2022

Supreme Court of British Columbia, Action No. S177374, Vancouver Registry

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PREAMBLE

Rajveer Singh Gill (a.k.a Rocky Gill), as representative Plaintiff in the Action, and the Defendants, Honda Canada Inc., Honda Motor Company, Ltd. and Honda of America, MFG, Inc., hereby enter into this Settlement Agreement providing for the settlement of any and all claims made in the Action, pursuant to the terms and conditions set forth herein, and subject always to approval of the Court.

RECITALS

WHEREAS:

A. This Settlement Agreement and these recitals rely upon the defined terms in section 1 to this Settlement Agreement.

B. Jasreen Kaur Bhangu, as proposed representative plaintiff, commenced the Action as a proposed class proceeding against the Defendants on August 8, 2017 claiming that certain Acura brand vehicles contained defective HFL units which caused the HFL Issues.

C. The Action was certified as a multi-jurisdiction class proceeding by the Court on April 8, 2021, and December 7, 2021.

D. The Court determined that Jasreen Kaur Bhangu was unsuitable to act as the representative plaintiff but Rajveer Singh Gill (a.k.a Rocky Gill) was approved by the Court to act as a representative plaintiff in place of Jasreen Kaur Bhangu.

E. The certified Class Vehicles are the following:

Model	Model Years
ACURA TL	2004-2008
ACURA MDX	2007-2011
ACURA RDX	2007-2008

ACURA ZDX	2008-2011
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F. The total number of Class Vehicles sold and leased in Canada, excluding Quebec, is approximately 52,765.

G. The Class Members in the Action have been certified as “all persons resident in Canada, excluding Quebec, who own, owned, lease, or leased an Affected Class Vehicle who claim to have suffered damages as a result of a defective HFL System that drains power from the battery when the vehicle’s ignition is off”.

H. On March 1, 2022, the Plaintiff filed a Third Amended Notice of Civil Claim in the Action wherein the Plaintiff alleges, amongst other things: (1) certain Acura branded vehicles were equipped with HFL units subject to HFL Issues; (2) the alleged HFL Issues were due to negligence and fault of the Defendants; and (3) the Plaintiff and Class Members have suffered damages as a result of the negligence and breach of certain provincial consumer protection acts by the Defendants.

I. As set out in its Response to Civil Claim dated August 4, 2022, the Defendants deny all of the claims and allegations in the Action including each and every claim relating to: (1) the alleged HFL Issues in certain Acura branded vehicles; (2) the alleged negligence and breach of certain provincial consumer protection acts by the Defendants; and (3) allegations that the Plaintiff and the Class Members have suffered damages or are entitled to any relief as a result of any conduct on the part of the Defendants;

J. The Defendants deny all liability in the Action and maintain that the allegations advanced in the Action are without merit. Despite this position, the Defendants have agreed to enter into this Settlement Agreement in order to achieve final resolution of all claims asserted or which could have been asserted against them, individually or collectively, by the Plaintiff and the Class Members in the Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation.

K. The Parties agree this Settlement Agreement and the Settlement underlying it 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 the Defendants or any of the Released Parties, or of the truth or legal or factual validity or viability of the claims and allegations the Plaintiff has or could have asserted in the Action.

L. The Parties intend by this Settlement Agreement to resolve all past, present, and future claims of the Plaintiff and the Settlement Class Members against the Defendants and Released Parties in any way arising out of, relating to or connected with the Action, the HFL Claims or the alleged HFL Issues.

M. The Parties have engaged in extensive arm's-length negotiations and attended a facilitated confidential mediation conducted with an experienced mediator, Simon Margolis, K.C., that resulted in this Settlement. The essential terms of the Settlement are set out in Minutes of Settlement dated December 8, 2022.

N. Class Counsel represent and warrant that: (1) they are fully authorized to enter into this Settlement Agreement on behalf of the Plaintiff and the Class Members; (2) they have consulted with and advised the Plaintiff with respect to this Settlement Agreement and the Settlement underlying it; and (3) the Plaintiff, on his own behalf and on behalf of Class Members, has agreed to the terms of this Settlement Agreement and the Settlement underlying it.

O. Plaintiff and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts, evidence and law applicable to the Plaintiff's claims, and having regard to the burden and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiff and the Class Members.

P. The Parties wish to, and hereby do, fully and finally resolve the Action against the Defendants without any admission of liability or fault by any of the Defendants.

Q. The Defendants expressly reserve their right to: (1) contest certification of any other related or unrelated proceedings; and (2) defend on the merits any other related or unrelated proceedings.

R. This Settlement Agreement is without prejudice to the Defendants' claims for contribution and indemnity in the Indemnity Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth in this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the undersigned on behalf of the Plaintiff, Class Members and the Defendants that all claims of Settlement Class Members shall be settled and that, on the Effective Date, Class Counsel shall endorse and enter a Consent Dismissal Order without costs in the Action dismissing all claims against the Defendants as if after a trial upon the merits subject to the Court retaining jurisdiction to supervise and address matters related to the implementation and administration of the Settlement Agreement and the Parties shall consent to the Court Orders finally approving the settlement.

SECTION DEFINITIONS

- 1.1 ***Action*** means Rajveer Singh Gill a.k.a Rocky Gill v. Honda Canada Inc., Honda Motor Company, Ltd., and Honda of America, MFG. Inc. (Supreme Court of British Columbia, Action No. S177374, Vancouver Registry).
- 1.2 ***Administrator*** means the claims administrator agreeable to the Defendants appointed to, amongst other responsibilities, administer all claims under this Settlement Agreement.
- 1.3 ***Administrator's Report*** means a report prepared by the Administrator to the parties setting out, amongst other information, the number of Claims submitted, the number of Claims approved, the Approved Claim Amount for each approved Claim; and the Total Approved Claims Amount.

- 1.4 ***Approved Claim Amount*** means the amount of approved Claimable Expenses for each individual Claim by a Settlement Class Member following evaluation and adjudication of the Claim by the Administrator as set out at section 7.1.18 of this Settlement Agreement.
- 1.5 ***Claims*** or ***Claim*** means a claim by a Settlement Class Member for Claimable Expenses under this Settlement Agreement.
- 1.6 ***Claimable Expenses*** means any of the following expenses caused by HFL Issues and incurred by a Claimant during the Factory Warranty Period:
- (a) expenses incurred for repair or replacement of the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to repair or replacement of the HFL unit) to a maximum amount of **\$500.00** per Claimant; or
 - (b) expenses incurred for disconnecting the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to disconnection of the HFL unit) to a maximum amount of **\$350.00** per Claimant;
- 1.7 ***Claimants or Claimant*** means eligible Settlement Class Members under this Settlement who have: (1) incurred Claimable Expenses claimed to have been caused by HFL Issues as described at section 7.1.11 below; and (2) provided satisfactory Claims Information and Claims Documents.
- 1.8 ***Claims Administration Costs*** means the Defendants' liability to pay Claims administration fees, costs and expenses for the implementation of the Notice Plan, the distribution of the Notices and for administering the Claims process under this Settlement Agreement, including any costs of a Direct Mailout. The Defendants' total liability to pay Claims Administration Costs under this Settlement Agreement shall not exceed \$300,000.
- 1.9 ***Claims Deadline*** means 60 days after the date that notice of the Settlement approval and claims procedure is deemed to have been made to Class Members.

- 1.10 **Claims Documents** means Acura dealer or third party repairer records, work estimates, work quotations, work orders, invoices and other third party documents reasonably establishing the Claimant has incurred the claimed Claimable Expenses. Other documents created by Claimants such as written declaration, statements or attestations by the Claimant respecting asserted Claimable Expenses are expressly excluded from the definition of Claims Documents under this Settlement Agreement.
- 1.11 **Claims Information** means the information set out at section 7.1.15 of this Settlement Agreement.
- 1.12 **Claims Period** means the period during which Claimants are eligible to make Claims under this Settlement Agreement.
- 1.13 **Claims Review Deadline** means 60 days from the day after the Claims Deadline.
- 1.14 **Claims Review Period** means the period for the review and adjudication of Claims by the Administrator.
- 1.15 **Class Counsel** means Garcha & Co.
- 1.16 **Class Counsel Fees** include the fees, disbursements and taxes of Class Counsel for the prosecution of the Action as outlined in section 13. Class Counsel Fees are subject to approval of the Court on application by Class Counsel.
- 1.17 **Class Members** means all persons resident in Canada, excluding Quebec, who own, owned, lease, or leased an Affected Class Vehicle who claim to have suffered damages as a result of a defective HFL System that drains power from the battery when the vehicle's ignition is off.
- 1.18 **Class Vehicles** means the following vehicles:

Model	Model Years
ACURA TL	2004-2008

ACURA MDX	2007-2011
ACURA RDX	2007-2008
ACURA ZDX	2008-2011

- 1.19 **Court** means the Supreme Court of British Columbia.
- 1.20 **Cy Pres Donation** means the amount remaining in Fund A, if any, after the payment of the Total Approved Claims Amount, Class Counsel Fees, Claims Administration Costs and any Honoraria. Any Cy Pres Donation shall be distributed to the Law Foundation of British Columbia pursuant to section 36.2 of the *Class Proceeding Act*.
- 1.21 **Defence Counsel** means Fasken Martineau DuMoulin LLP.
- 1.22 **Defendants** means Honda Canada Inc., Honda Motor Company, Ltd., and Honda of America MFG, Inc.
- 1.23 **Direct Mailout** means the dissemination of any Notices to Class Members by regular mail.
- 1.24 **Distribution Protocol** means the protocol that governs the distribution of the Settlement Fund and the administration and claims process developed to do so set out at section 7 of this Settlement Agreement.
- 1.25 **Email Notice** means the dissemination of any Notices to Class Members by direct email to a known or believed email address of a Class Member.
- 1.26 **Effective Date** means the date when the Second Order becomes a Final Order.
- 1.27 **Factory Warranty Period** means the original factory warranty period of the Class Vehicles, which period is deemed to be the earlier of: (1) 10 years from the original factory warranty in-service date for the Class Vehicle; or (2) 120,000 kilometres.

- 1.28 ***Final Order*** means the Second Order once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the Second Order upon a final disposition of all appeals.
- 1.29 ***First Order*** means the order issued by the Court to approve Notice of Certification and Settlement Approval Hearing.
- 1.30 ***Fund A*** means the primary settlement fund of \$850,000 funded by the Defendants, which is described at section 7.1.2 of this Settlement Agreement.
- 1.31 ***Fund B*** means the secondary settlement fund of up to a maximum of \$150,000, funded by the Defendants which is described at section 7.1.2 of this Settlement Agreement.
- 1.32 ***HFL*** means the HandsFreeLink units installed in Class Vehicles and other Acura brand vehicles and alleged to suffer from HFL Issues.
- 1.33 ***HFL Claims*** means any and all claims and allegations made by, or which could have been made by, the Plaintiff or Class Members against the Defendants in any way relating to, arising from, or connected with HFL units or HFL Issues in Class Vehicles and other Acura brand vehicles.
- 1.34 ***HFL Issues*** means the alleged excessive current draw alleged to be caused by HFL units in Class Vehicles and other Acura brand vehicles.
- 1.35 ***Honoraria*** means any honoraria awarded to the Plaintiff upon application by Class Counsel on approval by the Court as outlined in section 13.
- 1.36 ***Indemnity Action*** means *Honda Canada Inc., Honda Motor Co., LTD., and Honda of America MFG., Inc. v. Visteon Corporation, Johnson Controls, Inc., Johnson Controls Battery Group, LLC, Johnson Controls Interiors Holding US II LLC, and Yanfeng US Automotive Interior Systems II LLC*, Supreme Court of British Columbia, Action No. S198820 Vancouver Registry.

- 1.37 **Notice Plan** means the Notice Plan attached to this Settlement Agreement as **Schedule “A”**.
- 1.38 **Notice of Certification and Settlement Approval Hearing** means the form of notice as approved by the Court to inform Class Members of: (1) certification of the Action in accordance with section 19 of the *Class Proceedings Act*, RSBC 1996, c 50; and (2) the date and location of the hearing before the Court of the Plaintiff’s application for approval of the Settlement
- 1.39 **Notice of Settlement Approval and Claims Procedures** means the form of notice as approved by the Court to inform the Class Members of: (1) the approval of this Settlement; and (2) the process by which Settlement Class Members may submit a Claim for Claimable Expenses under this Settlement Agreement.
- 1.40 **Notices** means the Notice of Certification and Settlement Approval Hearing and the Notice of Settlement Approval and Claims Procedures.
- 1.41 ~~2.0~~ **Opt Out Form** means the document in the form attached here to as **Schedule “H”**.
- 1.42 ~~2.1~~ **Parties** means the Plaintiff, Class Members, and the Defendants.
- 1.43 ~~2.2~~ **Plaintiff** means Rajveer Singh Gill a.k.a Rocky Gill.
- 1.44 ~~2.3~~ **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 Releasers, 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 of the HFL Claims, the HFL Issues and any and all allegations in the Action, including, without any limitation whatsoever, any and all common issues at any time pled or alleged by the Plaintiff.

1.45 ~~2.4~~ **Released Parties** means jointly, severally, solidarily, and collectively, the Defendants and their 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 Released Party even though not identified by name herein.

1.46 ~~2.5~~ **Releasers** means, jointly, severally, solidarily and collectively, the Plaintiff, 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 or the Plaintiff, any person

or organization deemed to be a Releasor by operation of this Settlement 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.

1.47 ~~2.6~~ *Schedules* means the **Schedules “A” to “G”** of this Settlement Agreement.

1.48 ~~2.7~~ *Second Order* means the order issued by the Court to: (1) approve the Settlement; and (2) approve the Distribution Protocol.

1.49 ~~2.8~~ *Settlement Approval Hearing* means the hearing by the Court in which the Court will determine whether or not to approve the Settlement and issue the Second Order.

1.50 ~~2.9~~ *Settlement Agreement* or *Settlement* means this agreement and the settlement underlying it, including the Recitals and Schedules.

1.51 ~~2.10~~ *Settlement Class Members* means all Class Members who do not validly opt out of the Settlement in accordance with the terms of this Settlement Agreement.

1.52 ~~2.11~~ *Settlement Fund* means Fund A and Fund B together.

1.53 ~~2.12~~ *Settlement Monies* means a maximum of **\$1,300,000** that the Defendants may be liable to pay under this Settlement Agreement to fund payment of the Total Approved Claims Amount, Class Counsel Fees, Claims Administration Costs, any Honoraria, and any *Cy Pres* Donation.

1.54 ~~2.13~~ *Total Approved Claims Amount* means the total amount of the Approved Claims Amount for all approved Claims.

SECTION PURPOSE OF THIS AGREEMENT

- 2.1** The purpose of this Settlement 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 the Defendants performance as prescribed herein, the Defendants shall have fully and finally addressed the Released Claims.
- 2.2** The Parties are entering into this Settlement Agreement for the purpose of compromising and settling disputed claims.
- 2.3** Neither the execution of this Settlement Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in the Action or in any other action or proceeding, be construed or considered as evidence of an admission by the Defendants of the validity or merit of any of the Released Claims that have or could have been made by the Plaintiff or any Class Member. This Settlement Agreement, however, may be admitted as evidence in any action to enforce its terms or in the Indemnity Action.
- 2.4** Nothing in this Settlement Agreement or in the documents relating to this Settlement 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 Settlement Agreement is approved by the Court.
- 2.5** This Settlement 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 Released Parties 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 Released Parties 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 Released Party or Party.

2.6 Notwithstanding sections 2.4 and 2.5, reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to give effect to the provisions of this Settlement Agreement, as further set forth in this Settlement Agreement. In addition, and for greater certainty, nothing in this Settlement Agreement precludes the use or admission into evidence of this Settlement Agreement in a proceeding between the Defendants and their insurers or by the Defendants in the Indemnity Action.

SECTION ~~BEST EFFORTS AND AGREEMENT TO COOPERATE~~

3.1 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 Settlement Agreement. If a Court fails to grant the First Order or the Second Order, then the Plaintiff, Class Counsel, and the Defendants will use all reasonable efforts that are consistent with this Settlement Agreement to cure any defect(s) identified by the Court. If, despite such efforts, a Court does not grant the First Order and Second Order without material changes, then this Settlement Agreement shall be terminated in accordance with section 8.

SECTION ~~NOTICE PLAN AND CLAIMS ADMINISTRATION~~

4.1 The Plaintiff and the Class Members in the Action shall be given the following notices: (1) Notice of Certification and Settlement Approval Hearing; (2) Notice of Settlement Approval and Claims Procedures; and (3) any termination of this Settlement Agreement if it is properly terminated pursuant to section 8 or as otherwise ordered by the Court.

4.2 A claims Administrator agreeable to the Defendants shall be appointed to: (1) where requested at the sole discretion of the Defendants, or where otherwise ordered or directed by the Court, disseminate the Notices in accordance with the Notice Plan at **Schedule “A”** to this Settlement Agreement; and (2) administer, evaluate and adjudicate all Claims under this Settlement.

- 4.3** The Parties agree to the form of the Notice Plan attached at **Schedule “A”** to this Settlement Agreement. The Notice Plan shall be attached as a schedule to any order approving the Settlement including the Second Order. The Parties expressly agree that: (1) Notices shall be disseminated by Email Notice, subject always to the order or direction of the Court; (2) the Defendants, or their vendors, may perform the Email Notice, subject always to the sole discretion of the Defendants to request the Email Notice be performed by the Administrator or the order or direction of the Court; (3) the cost of the Email Notice shall be considered and included as Claims Administration Costs; and (4) Class Counsel shall not seek, and the Defendants shall not be required to provide to Class Counsel, any addresses or other personal information of Class Members, including email addresses. Where the Court, as a condition of approval of the Settlement, orders or directs that any of the Notices be sent to Class Members by Direct Mailout in lieu of or in addition to Email Notice: (1) at the sole discretion of the Defendants, the Direct Mailout may be performed by the Defendants or their vendors, and not the Administrator; (2) the cost of the Direct Mailout shall be considered and included as Claims Administration Costs; and (3) Class Counsel shall not seek, and the Defendants shall not be required to provide to Class Counsel, any addresses or other personal information of Class Members, including email addresses.
- 4.4** Where the Total Approved Claims Amount and Class Counsel Fees do not exceed the amount available in Fund A, the Defendants shall be entitled to pay all or any portion of the Claims Administration Costs from the remaining monies in Fund A and thereafter from Fund B where Fund A is exhausted. The Defendants shall only be liable to fund additional amounts for Claims Administration Costs where the combined amount of Fund A and Fund B are exhausted. In no circumstance shall Defendants’ total liability for Claims Administration Costs exceed \$300,000.
- 4.5** The Administrator shall be responsible for adjudicating and determining whether any Claimant is eligible to receive any compensation for Claimable Expenses under this Settlement Agreement.

SECTION ~~4~~ REQUIRED EVENTS

- 5.1** The Plaintiff shall, no later than May 31, 2023:
- (a) seek from the Court the earliest available and convenient date for the hearing of the application for the First Order; and
 - (b) within 21 days of the Court providing a hearing date, file a notice of application to obtain the First Order;
- 5.2** The First Order, shall, amongst other things, approve the Notice Plan and the forms of Notice of Certification and Settlement Approval Hearing.
- 5.3** The form of the First Order shall be substantially in the form attached hereto as **Schedule “F”**.
- 5.4** As soon as practicable after the First Order is granted, the Plaintiff shall:
- (a) seek from the Court the earliest available and convenient date for the hearing of the application for the Second Order; and
 - (b) within 21 days of the Court providing a hearing date, file a notice of application to obtain the Second Order.
- 5.5** Class Counsel shall prepare and provide the necessary affidavit evidence, and prepare and make reasonable submissions, to obtain the Court’s approval of the Settlement.
- 5.6** The Second Order shall, among other things:
- (a) approve the Settlement in respect of Settlement Class Members on the terms and conditions of this Settlement Agreement;
 - (b) declare that the Settlement Agreement is fair, reasonable and in the best interests of the Class Members;
 - (c) order and declare that the Releasers have fully and finally released the Released Parties from the Released Claims;

- (d) approve the Notice of Settlement Approval and Claims Procedures;
- (e) approve the Distribution Protocol;
- (f) reserve the Court's continuing exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Settlement Agreement; and
- (g) authorize the Parties to seek directions and relief from the Court with respect to the administration and implementation of the Settlement and the interpretation and enforcement of the Settlement Agreement as may be required.

5.7 The form of the Second Order shall be substantially in the form attached hereto as **Schedule "G"**.

5.8 The Parties agree that the Notices and the Notice Plan to be implemented pursuant to this Settlement Agreement are reasonable, constitute 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 British Columbia and Canadian natural justice.

5.9 Promptly after the Effective Date, the Action shall be dismissed with prejudice as against the Defendants. The Parties agree to request the Court to dismiss the Action with prejudice as against the Defendants in the Second Order.

SECTION ~~OBJECTIONS~~ AND OPTING OUT

6.1 Opting Out

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

6.1.2 To exercise the opt out right set forth in this Section 6.1, the Class Member or his or her designate must deliver an Opt Out Form strictly in accordance with this Settlement Agreement. The Opt Out Form must:

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

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

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

6.1.5 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 Administrator on or before the Claims Deadline.

6.1.6 Any Class Member who properly and timely submits an Opt Out Form and who does not retract it in writing before the Claims Deadline: (1) is not a Settlement Class Member; (2) is not eligible to claim or receive any benefits under this Settlement Agreement; and (3) may seek to bring an individual lawsuit against the Defendants, or any of them, at his/her own expense.

6.1.7 The Administrator shall, seven (7) days after the Claims 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.

6.2 Objections

6.2.1 Each Class Member who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or to the Class Counsel Fee must serve on Class Counsel no later than twenty one (21) days after the issuance by the Administrator of the Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan, 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 Class 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 the Settlement Approval Hearing; and (6) if the objector intends to appear at the Settlement Approval Hearing through counsel, the objection must also identify any counsel representing the objector who will appear at the Settlement Approval Hearing.

6.2.2 Upon the expiry of the deadline for serving statements of objection as provided in section 6.2.1 above, Class Counsel shall deliver copies of each such statement to Defence Counsel and shall file them with the Court as part of the Settlement Approval Hearing.

6.2.3 Any Class Member who does not file a timely written objection to the Settlement 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 DISTRIBUTION OF SETTLEMENT MONIES

7.1 Distribution Protocol

Settlement Fund

- 7.1.1 The Defendants shall be liable to pay a maximum of **\$1,300,000** to fund the payment of the Total Approved Claim Amount, Class Counsel Fees, Claims Administration Costs, any Honoraria to the Plaintiff and any Cy Pres Donation.
- 7.1.2 The Defendants shall fund the Settlement as follows:
- (a) A primary settlement fund of **\$850,000** (Fund A); and
 - (b) A secondary settlement fund up to a maximum of **\$150,000** (Fund B).
- 7.1.3 All approved Claims shall be paid first from Fund A to exhaustion.
- 7.1.4 Any unclaimed Fund A monies after the payment of the Total Approved Claims Amount, approved Class Counsel Fees, Claims Administration Costs and any Honoraria, shall be distributed by Cy Pres Donation to the Law Foundation of British Columbia pursuant to section 36.2 of the *Class Proceeding Act*.
- 7.1.5 Where the Total Approved Claims Amount, approved Class Counsel Fees and any Honoraria exceed the amount available in Fund A, the Defendants shall pay additional monies for Fund B necessary to pay the Total Approved Claims Amount to a maximum total Fund B amount of \$150,000.
- 7.1.6 The Defendants shall have no obligation to pay any additional monies for Fund B until Fund A has been exhausted and the Administrator has determined: (1) the Total Approved Claims Amount; and (2) the exact amount of approved Claims exceeding Fund A, if any.
- 7.1.7 If the combined amount of Funds A and B is insufficient to satisfy the Total Approved Claims Amount after the payment of approved Class Counsel Fees, the Total Approved

Claims Amount shall be paid from Fund A and Fund B combined on a pro rata basis by the Administrator.

Claims Procedure

7.1.8 All Class Members are entitled to opt-out of the Settlement. Class Members who opt-out of the Settlement are not eligible to seek or receive any payment or compensation under this Settlement Agreement.

7.1.9 Settlement Class Members who have incurred, and have satisfactory documentary proof of, Claimable Expenses may make a Claim under this Settlement.

7.1.10 All Settlement Class Members shall be entitled to receive reimbursement for any of the following expenses caused by HFL Issues and incurred during the Class Vehicle's Factory Warranty Period:

- (a) expenses incurred for repair or replacement of the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to repair or replacement of the HFL unit) to a maximum amount of **\$500.00** per Claimant; or
- (b) expenses incurred for disconnecting the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to disconnection of the HFL unit) to a maximum amount of **\$350.00** per Claimant.

7.1.11 For the purpose of this Settlement Agreement, the Factory Warranty Period is deemed to be the earlier of: (1) 10 years from the original factory warranty in-service date for the Class Vehicle; or (2) 120,000 kilometres.

7.1.12 In no circumstance shall the compensable Claimable Expenses for any one Claimant exceed **\$500.00**.

7.1.13 Claimants are not eligible to Claim for any Claimable Expenses which have been: (1) incurred after the Factory Warranty Period; or (2) paid by or reimbursed from any other

source, person or entity, including but not limited to, any insurance, the Class Vehicle's factory warranty, or third party warranty.

7.1.14 Claimants may make a Claim by submitting to the Administrator a completed claim form that must include the following Claims Information in support of the Claim:

- (a) name, birthdate, address, phone number and email;
- (b) model, year and VIN of Class Vehicle;
- (c) original warranty in-service date of Class Vehicle;
- (d) whether Class Vehicle owned or leased;
- (e) years Class Vehicle owned or leased;
- (f) nature of claimed HFL Issues;
- (g) whether Claimant previously claimed under the Class Vehicle's factory warranty for HFL Issues and, if so, whether and how HFL Issues were addressed and/or paid under the factory warranty;
- (h) whether Claimant incurred Claimable Expenses;
- (i) if Claimant incurred Claimable Expenses:
 - (i) nature of Claimable Expenses;
 - (ii) amount of Claimable Expenses (if there is more than one claimable expense, provide the amount for each expense);
 - (iii) dealer/ service provider where Claimable Expenses incurred;
 - (iv) mileage on Class Vehicle on the date(s) on which Claimable Expenses incurred; and
 - (v) date(s) on which Claimable Expenses incurred.

- 7.1.15 In addition to the Claims Information, Claimants must provide all Claims Documents in the Claimant's possession or control reasonably establishing the Claimant has incurred the claimed Claimable Expenses.
- 7.1.16 The Claims Period shall commence on the date that notice of the Settlement approval and claims procedure is deemed to have been made to Class Members and shall run for 60 days. Any Claims submitted after the expiry of the Claims Deadline shall be ineligible and rejected by the Administrator.
- 7.1.17 The Administrator shall evaluate each Claim to adjudicate and determine: (1) whether the Claimant is eligible to make a Claim under this Settlement; (2) whether the submitted Claim contains the required Claims Information and Claims Documents; and (3) the Approved Claim Amount, if any. All Claimants who do not possess or provide to the Administrator all Claims Information and Claims Documents shall not be eligible to receive payment for any Claimable Expenses under this Settlement.
- 7.1.18 In addition to the Claims Information and Claims Documents, the Administrator, at its sole discretion, may request additional information and documents from any Claimant which the Administrator reasonably believes necessary to evaluate and adjudicate the Claim.
- 7.1.19 The Claim Review Period shall commence on the day after the Claims Deadline and run for 60 days.
- 7.1.20 Where Claims are duplicative, ineligible or otherwise invalid, the Administrator shall reject those Claims.
- 7.1.21 The Administrator's decision respecting the eligibility and validity of any Claim, and the Approved Claim Amount, shall be final and binding. There shall be no right of appeal of the Administrator's decisions by any Party or Class Member.
- 7.1.22 Within 30 days of the expiry of the Claims Review Deadline, the Administrator shall provide the Administrator's Report to the Parties setting out, amongst other information,

the number of Claims submitted, the number of Claims approved, the Approved Claim Amount for each approved Claim; and the Total Approved Claims Amount.

7.1.23 Where the Total Approved Claims Amount exhausts Fund A, the Defendants shall pay into Fund B those additional monies necessary to pay approved Claims exceeding the amount available in Fund A to a maximum total Fund B amount of **\$150,000**.

7.1.24 Within 60 days of the Administrator's Report, the Administrator shall send to each Claimant whose Claim has been approved an email with an Interact e-transfer for the Approved Claim Amount or any pro rata amount of the Approved Claim Amount pursuant to section 7.1.8 of this Settlement Agreement. Where the Approved Claim Amount cannot be paid by Interact e-transfer, the Approved Claim Amount may be paid by cheque delivered by mail.

7.2 Total Liability of the Defendants

7.2.1 In no event shall the Defendants' total liability under this Settlement Agreement, including but not limited to, payment of the Total Approved Claim Amount, approved Class Counsel Fees, Claims Administration Costs, Honoraria and *Cy Pres* Donation, if any, exceed **\$1,300,000**.

SECTION 8 TERMINATION OF SETTLEMENT AGREEMENT

- 8.1** Subject only to section 3, unless the Plaintiff and the Defendants shall agree otherwise in writing, this Settlement 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 the First Order on substantially the same terms as **Schedule “F”** attached hereto, if a Court declines to issue the Second Order on substantially the same terms as **Schedule “G”** attached hereto, or if an appeal of a Second Order results in no Final Order.
- 8.2** For greater certainty, the Court’s refusal to approve claimed Class Counsel Fees, or any Class Counsel Fees, shall not constitute a refusal to issue the Second Order on substantially the same terms as **Schedule “G”** attached hereto or any other basis for the termination of this Settlement Agreement.
- 8.3** If the Settlement is terminated automatically under section 8.1, the Defendants shall bring an application, which application shall be consented to by the Plaintiff, before the Court for orders:
- (a) declaring the Settlement Agreement to be null and void and of no force or effect; and
 - (b) setting aside the First Order, if already issued, on the basis of the termination of the Settlement Agreement.
- 8.4** The following terms shall apply in the event that this Settlement Agreement is automatically terminated pursuant to section 8.1:
- (a) No person or party shall be deemed to have waived any rights, claims or defences whatsoever by virtue of this Settlement Agreement.
 - (b) This Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be deemed to be without prejudice communications of the Defendants, the Plaintiff and Class

Members subject to settlement class privilege and will not be deemed or construed to be an admission in any way by the Parties of any fact, matter or proposition of law.

- (c) With the exception of this section 8.4(d), this Settlement 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 Settlement Agreement, and each of the Parties may exercise its legal rights to the same extent as if this Settlement Agreement had never been executed.
- (d) Notice of the termination shall be published on the www.garchaandcompany.ca and www.acurahandsfreelinkdefect.ca within 72 hours of the termination.

SECTION RELEASES AND DISMISSALS

9.1 Release of Released Parties

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

future have had against Released Parties. In furtherance of such intention, the release herein given by the Releasors to the Released Parties 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.

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

9.1.4 If any Settlement Class Member brings an action or asserts a claim against any of the Released Parties contrary to the terms of this Settlement Agreement, the counsel of record for such Settlement Class Member shall be provided with a copy of this Settlement 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 Released Parties, the Settlement Class Member who brought such action or claim shall pay the Released Parties' reasonable counsel fees and disbursements incurred by the Released Parties in the defence of such action or claim.

9.1.5 Except as otherwise provided, nothing in this Settlement Agreement shall be construed in any way to prejudice or impair the right of the Defendants or the Defendants' insurers to pursue such rights and remedies as they may have against any other person or entity including but not limited to the Defendants' claims in the Indemnity Action.

9.2 Dismissal of Proceedings

9.2.1 Upon the Effective Date, the Action shall be dismissed on the merits as if it had been tried before a judge on the merits with prejudice and without costs as against the Defendants. Settlement Class Members shall be deemed to consent to the dismissal of the Action, with prejudice and without costs to any party.

SECTION 10 COVENANT NOT TO SUE

10.1 The Plaintiff, on behalf of himself and the Settlement Class Members, hereby covenants and agrees that neither the Plaintiff nor any of the Settlement Class Members, nor any person authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Settlement Agreement, against the Released Parties 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 Released Parties in connection with the Released Claims. The Plaintiff, 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 Settlement Agreement shall be a complete bar to any such action.

SECTION 11 CLAIMS BAR

- 11.1** The dismissal of the Action shall be a defence to any subsequent action against any of the Released Parties based on, relating to or arising out of the Released Claims.
- 11.2** None of the Releasers, and no legally authorized representative of any of the Releasers, may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.
- 11.3** None of the Releasers, and no legally authorized representative of any of the Releasers, may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint or action to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

- 11.4** None of the Releasers, and no legally authorized representative of any of the Releasers, may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.
- 11.5** None of the Releasers may now or hereafter institute, continue, maintain or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person who may claim contribution or indemnity, or any other claim over for relief from any of the Released Parties in respect of any Released Claim or any matter related thereto.
- 11.6** Any proceeding against any of the Released Parties related to the Released Claims shall be subject to immediate dismissal and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of such proceeding.

SECTION ~~11~~ ENFORCEMENT OF THIS AGREEMENT

- 12.1** The Court shall retain jurisdiction over the Parties, the interpretation, performance and enforcement of the Settlement Agreement, including ensuring that all payments and other actions required of any of the Parties by the Settlement and this Settlement Agreement are properly made or taken. In the event that the Defendants, the Plaintiff, Class Counsel, or any Settlement Class Member fail to perform any obligation under this Settlement 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 Court for relief.

SECTION ~~12~~ CLASS COUNSEL FEES AND PLAINTIFF'S HONORARIA

13.1 Application for Approval of Class Counsel Fees

- 13.1.1** Class counsel may apply to the Court for approval of Class Counsel Fees and any Honoraria for the representative Plaintiff. Class Counsel Fees shall be approved at the discretion and approval of the Court on the application of Class Counsel. The Defendants

will take no position on Class Counsel Fees or any Honoraria for the representative Plaintiff.

13.1.2 The validity, force, effect and enforceability of this Settlement shall not be conditional upon the Court's approval of any claimed Class Counsel Fees.

13.2 Payment of Class Counsel Fees

13.2.1 Approved Class Counsel Fees and any Honoraria shall be paid from the Settlement Fund as set out in this Settlement Agreement.

13.2.2 Class Counsel may pay itself from the Settlement Fund any Class Counsel Fees as approved by the Court. For clarification, Class Counsel Fees relating to Fund B shall only be claimable against or payable from Fund B upon the payment of monies to Claimants under Fund B or any portion thereof. Where no monies are paid to Claimants under Fund B, no Class Counsel Fees shall be claimable against, or payable from, Fund B.

13.2.3 Class Counsel shall be responsible for directing the payment of Class Counsel Fees among class counsel, consultants and experts at Class Counsel's discretion. The Defendants shall have no liability in connection with the payment, transfer, and distribution of Class Counsel Fees among class counsel, or others.

13.2.4 In no event and under no circumstances whatsoever shall Class Counsel seek under this Settlement Agreement or otherwise, or the Defendants be required to pay Class Counsel, any other amount or any amount greater than the Class Counsel Fee approved by the Court.

SECTION ~~14~~ NO ADMISSION OF LIABILITY

14.1 No Admission of Liability

14.1.1 The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be

deemed, construed, or interpreted to be any admission of any violation of any statute or law, or of any wrongdoing, fault or liability of the Released Parties or any of them, or of the truth of any of the claims or allegations made in the Action, or in any other pleading filed by the Plaintiff or the Defendants.

14.2 No Evidence

14.2.1 The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement Agreement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to: (1) seek court approval of this Settlement Agreement; (2) give effect to and enforce the provisions of this Settlement Agreement; and (3) prosecute and prove the Indemnity Claim.

14.2.2 The Parties agree that neither the execution of this Settlement Agreement, nor any of its provisions or attachments, nor any action taken pursuant to its terms shall, in the Action or in any other action or proceeding, be construed or considered as evidence of an admission by the Defendants of the validity of any of the claims that have or could have been made by the Plaintiff or any Class Member. This Settlement Agreement, however, may be admitted as evidence in any action to enforce its terms.

14.2.3 The Parties agree that this Settlement 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 Released Parties 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 Released Parties 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 Released Party or Party.

14.2.4 Notwithstanding sections 14.2.1 and 14.2.2, reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to give effect to the provisions of this Settlement Agreement, as further set forth in this Settlement Agreement. In addition, and for greater certainty, nothing in this Settlement Agreement precludes the use or admission into evidence of this Settlement Agreement in a proceeding between the Defendants and their insurers or by the Defendants in the Indemnity Action.

SECTION 14 REPRESENTATIONS AND WARRANTIES

15.1 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 Settlement Agreement and is voluntarily entering into this Settlement 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 Settlement Agreement, and the legal and any applicable income-tax consequences of this Settlement Agreement, and fully understands and accepts the terms of this Settlement 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 Settlement Agreement, or in making the Settlement provided for herein, except as expressly stated in this Settlement Agreement.

- (d) The Party has investigated the facts pertaining to the Settlement and this Settlement Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that Party and that Party's counsel.

- (e) No portion of the Released Claims that the Plaintiff 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 Released Parties, whether known or unknown, arising out of or in any way relating to the Action, the HFL Claims or the HFL Issues, 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 Settlement Agreement but the Settlement Class Members themselves.

SECTION - MISCELLANEOUS

- 16.1** The headings of the sections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction or interpretation.
- 16.2** Class Counsel and Defence Counsel have negotiated this Settlement 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 Settlement Agreement.
- 16.3** The Plaintiff and Class Counsel hereby irrevocably acknowledge and agree that any and all information obtained from the Defendants in the course of the discussions between the Parties has been provided on a without prejudice basis and is subject to settlement class privilege.
- 16.4** Any and all information obtained by Class Counsel from the Defendants, including any and all documentation transmitted to Class Counsel in the course of the prosecution of the Action and the negotiation of this Settlement Agreement, will be returned to the Defendants with no copies being made and all other documents destroyed by Class Counsel following any and all disclosure process.
- 16.5** Class Counsel or Defence Counsel may apply to the Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. All applications contemplated by this Settlement Agreement, including applications to the Court for directions, shall be on notice to the Parties.
- 16.6** In no event shall the Defendants, Defence Counsel, the Plaintiff, any Settlement Class Member, or Class Counsel have any liability for claims of wrongful or negligent conduct by any third party with respect to the implementation or administration of any term of this Settlement Agreement.

- 16.7** 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 Settlement Agreement.
- 16.8** Except as otherwise provided in this Settlement 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.
- 16.9** Where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days. Only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.
- 16.10** In the event that any date or deadline set forth in this Settlement Agreement falls on a weekend or holiday, such a date or deadline shall be on the first business day thereafter.
- 16.11** Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Court.
- 16.12** The terms and conditions, as well as the fact of, this Settlement Agreement, will be kept confidential by the Plaintiff, Class Counsel and Class Members until such time as the First Order is sought from the Courts.
- 16.13** All the information exchanged between the Parties during their exchanges and negotiations leading to the preparation and the execution of this Settlement Agreement will be kept confidential by the Parties and shall not be disclosed to any third party whatsoever, except that the Defendants may share such information with their insurers, and except to the extent such information subsequently becomes publicly available or unless ordered to do so by a Court.

- 16.14** All amounts stated or referenced in this Settlement Agreement are in Canadian currency.
- 16.15** The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.
- 16.16** This Settlement Agreement, including all attached Schedules, constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.
- 16.17** This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.
- 16.18** This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and an electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, emailed, or other electronic form provided that it is duly executed.
- 16.19** The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 16.20** The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.
- 16.21** The Schedules annexed hereto form part of this Settlement Agreement.

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

16.23 Where this Settlement 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, or letter to the representatives for the Party to whom notice is being provided, as identified below:

FOR PLAINTIFF AND FOR CLASS COUNSEL:

Garcha & Company

Metropointe, #405-4603 Kingsway
Burnaby, BC, V5H 4M4
Kinda Garcha Phone: (604) 435 4444
Email: ksgarcha@garchalaw.ca

FOR THE DEFENDANTS AND DEFENCE COUNSEL:

Fasken Martineau DuMoulin LLP

2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
Michael Parrish
Jessica Campbell
Telephone: (604) 631 3131
Email: mparrish@fasken.com
Email: jecampbell@fasken.com

16.24 The Parties shall be deemed to have executed this Settlement Agreement as of the date on the cover page.

RAJVEER GILL

Signature of Authorized Signatory:
Name of Authorized Signatory:

**HONDA CANADA INC., HONDA
MOTOR COMPANY, LTD. and
HONDA OF AMERICA, MFG INC.**

Signature of Authorized Signatory:
Name of Authorized Signatory:

**Authorized Signatory for Honda Canada
Inc., Honda Motor Company, Ltd. and
Honda of America, MFG.**

SCHEDULE "A"

NOTICE PLAN

Notice Required

1. The Plaintiff and Class Members in the Action shall be given the following notices: (1) Notice of Certification and Settlement Approval Hearing; and (2) Notice of Settlement Approval and Claims Procedures (referred to jointly as the “**Notices**”).
2. The parties will cooperate in the preparation of any written or verbal communications in relation to the settlement or the Action.

Forms of Notice

3. All notices shall be in English only.
4. The Notice of Certification and Settlement Approval Hearing shall be substantially in the forms attached as **Schedule “B”** (short-form) and **Schedule “C”** (long-form), but will add in the settlement approval hearing date to give notice to any potential objectors.
5. The Notice of Settlement Approval and Claims Procedures will also be provided in long-form and short-form and will provide some or all of the following information to Class Members:
 - (a) the definition of Class Members;
 - (b) the class period;
 - (c) the names of the Defendants;
 - (d) a description of the nature of the Action;
 - (e) the settlement amount;
 - (f) claims procedures and claims deadlines;
 - (g) the distribution of the settlement amount;
 - (h) the website address where Class Members can make claims; and
 - (i) contact information for the Administrator and Class Counsel.

Method of Disseminating Notices

Email Notice

6. At the sole election and discretion of the Defendants, the Defendants, their vendors and/or the Administrator shall directly disseminate the Notices by email as follows:
 - (a) To Class Members whose email addresses the Defendants have on file;
 - (b) To Class Members who have inquired directly with Class Counsel about the Action, to the extent Class Counsel have their name and email address; and
 - (c) To any Class Member who contacts the Administrator and requests the Notices by email.
7. There will be no direct mail notice.
8. There will be no incoming or outgoing call center established by the Administrator.
9. There will be no other forms of direct Notice.

Indirect Notice

10. Class Counsel shall publish the Notices on their website: www.garchaandcompany.ca.
11. Class counsel shall transfer the domain name for the dedicated website www.acurahandsfreelinkdefect.ca to the Administrator. The Administrator shall publish the Notices on the dedicated website.
12. The Administrator shall run a digital notice campaign of Google banner ads in English on Google and Facebook for 4 weeks for each of the Notices on desktop and mobile devices.
13. There will be no other forms of indirect notice.

SCHEDULE "B"
COVER EMAIL TO CLASS MEMBERS

Dear Class Member

Re: *Canadian Acura Hands-Free Calling System*

You are receiving this email because you are a person resident in Canada, excluding Québec, who own, owned, lease or leased an Acura TL (Model Year 2004-2008), Acura MDX (Model Year 2007-2011), Acura RDX (Model Year 2007-2008), or Acura ZDX (Model Year 2008-2011). A settlement has been reached that may affect your legal rights. The settlement is still subject to approval by the Supreme Court of British Columbia. Please see the Court-approved Notice of [Certification and Settlement Approval Hearing](#) by clicking [here](#) [*hyperlink to Notice at Schedule B*], also attached for more information.

More Information

The notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement [here](#) [*hyperlink to Settlement Agreement*].

If you have questions that are not answered online, please contact the appropriate Class Counsel identified below. The law firm represents Class Members in the Action. They can be reached at:

Garcha & Company

Metropole, #405-4603 Kingsway
Burnaby, BC, V5H 4M4
Kinda Garcha Phone: (604) 435 4444
Email: ksgarcha@garchalaw.ca

ACURA HFL CLASS ACTION

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Do you own or lease or have you owned or leased one of the following Acura vehicles ("Affected Class Vehicles") equipped with a hands-free calling system?

MODEL	MODEL YEARS (INCLUSIVE)
Acura TL	2004-2008
Acura MDX	2007-2011
Acura RDX	2007-2008
Acura ZDX	2008-2011

HEARINGS TO APPROVE SETTLEMENT

Our records show that you are the current or former owner or lessee of a certain model year Acura vehicle being one of the Affected Class Vehicles identified above. A class action relating to these vehicles has been settled, subject to court approval, as part of the proposed settlement, you may be eligible for benefits including:

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

- expenses incurred for repair or replacement HandsFreelink™ (“HFL”) unit in Affected Class Vehicles as a result of HFL Issues to a maximum amount of \$500;
- expenses incurred for disconnecting the HFL unit in Affected Class Vehicles as a result of specific issues with the HFL Unit to a maximum amount of \$350.

For settlement details, to determine if your vehicle is eligible, and to obtain the Long Form Notice, visit the website at www.acurahandsfreelinkdefect.ca, call **INTD: Phone number 1-844-878-0444** or send an e-mail to ksgarcha@garchalaw.ca.

The Supreme Court of British Columbia has certified the class action 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 www.acurahandsfreelinkdefect.ca.

WHAT IS THIS CLASS ACTION ABOUT?

A class action was commenced in British Columbia against the manufacturers of certain Acura vehicles (Honda Canada Inc., Honda Motor Company, Ltd. and Honda of America, Mfg., Inc.) (collectively, the "**Defendants**").

WHAT IF I DON'T WANT TO BE IN THIS CLASS ACTION?

If you do not want to participate in the class action, you must send a signed letter or email to class counsel with

-
- **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.**
- **THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA**



**SCHEDULE "C"
COVER EMAIL TO CLASS MEMBERS**

Dear Class Member

Re: *Canadian Acura Hands-Free Calling System*

You are receiving this email because you are a person resident in Canada, excluding Québec, who own, owned, lease or leased an Acura TL (Model Year 2004-2008), Acura MDX (Model Year 2007-2011), Acura RDX (Model Year 2007-2008), or Acura ZDX (Model Year 2008-2011). A settlement has been reached that may affect your legal rights. The settlement is still subject to approval by the Supreme Court of British Columbia. Please see the Court-approved Notice of [Certification and Settlement Approval Hearing](#) by clicking [here \[hyperlink to Notice at Schedule B\]](#), also attached for more information.

More Information

The notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement [here \[hyperlink to Settlement Agreement\]](#).

If you have questions that are not answered online, please contact the appropriate Class Counsel identified below. The law firm Garcha & Company represents Class Members in the Action. They can be reached at:

Garcha & Company

Metropole, #405-4603 Kingsway

Burnaby, BC, V5H 4M4

Kinda Garcha Phone: (604) 435 4444

[Email: ksgarcha@garchalaw.ca](mailto:ksgarcha@garchalaw.ca)

ACURA HFL CLASS ACTION

LONG FORM

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING
ACURA HANDSFREELINK CLASS ACTION SETTLEMENT**

**A NATIONWIDE SETTLEMENT HAS BEEN REACHED IN CANADA FOR
CERTAIN CURRENT AND FORMER OWNERS AND LESSEES OF
CERTAIN MODEL YEAR ACURA VEHICLES**

**This Notice is about an alleged defective hands-free calling system that
causes an electrical draw that may damage the battery or alternator in
certain 2004 - 2011 Acura vehicles.**

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

TO ALL PERSONS IN CANADA, EXCLUDING QUEBEC, WHO:

are current or former owners or lessees of the following Acura model vehicles:

The Supreme Court of British Columbia (the “**Court**”) still has to decide whether to approve the Settlement. If the Court approves the Settlement, the Settlement will become effective on the Effective Date, which is defined in the Settlement Agreement. The benefits described in the Settlement Agreement will be available to those who are eligible only after the Effective Date.

WHY DO I NEED TO READ THIS NOTICE?

You might be a member of a class action. A **class action** is a lawsuit filed by one person on behalf of a large group of people.

The purpose of this Notice is to advise that, subject to the approval of the Court, a lawsuit has been settled with Honda Canada Inc., Honda Motor Company, Ltd., and Honda of America, MFG Inc. (collectively, the “**Defendants**”). The terms of the Settlement are set out in the Settlement Agreement. You may view a copy of the Agreement, and important updates about the this Settlement, at the website at www.acurahandsfreelinkdefect.ca (the “**Website**”).

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.

A Hearing to approve the Settlement, including the dismissal of the Action against the Defendants, and to approve the fees and disbursements of the lawyers for Class Members (“**Class Counsel**”), will be held before the Supreme Court of British Columbia (“**Settlement Approval Hearing**”) on [date of settlement approval hearing] at 800 Smithe Street, Vancouver BC V6Z 2E1.

WHAT IS THIS CLASS ACTION ABOUT?

A class action was commenced in British Columbia against the Defendants who are manufacturers of Acura vehicles.

This class action involves claims arising from the purchase or lease of Acura vehicles which contained a Bluetooth pairing device, HandsFreeLink™ (the “**HFL**”), that allowed for hands-free cell phone calls. According to the Plaintiff's claim, the HFL system contains a defect causing it to malfunction by failing to switch off properly when not in use resulting in an electrical draw that may damage the Acura's battery and/or alternator. The Plaintiff alleges that the Defendants failed to disclose the defect in the HFL system and remedy it. As a result, the class action seeks compensation for class members due to the Defendants' alleged wrongdoing. The allegations were not proven in court.

The class action filed in British Columbia is called *Gill v. Honda Canada Inc., et al*, Action No. S-177374 (the “**Action**”), was certified by the Court and is brought on behalf of class members across Canada, except the Province of Quebec.

A more complete description of the class action, its status, and the rulings made in the class action are available at: www.acurahandsfreelinkdefect.ca.

WHO IS IN THE CLASS?

You are a member of this class action if you own, owned, lease or leased one of the

Questions? Visit www.acurahandsfreelinkdefect.ca or call toll-free 1-844-878-0444

Acura vehicles listed below.

“Affected Class Vehicles” means the following Acura vehicles equipped with the alleged defective HFL system.

MODEL	MODEL YEARS (INCLUSIVE)
Acura TL	2004-2008
Acura MDX	2007-2011
Acura ROX	2007-2008
Acura ZDX	2008-2011

The class of persons affected by the class action (“Class Members”) is:

All persons resident in Canada, excluding Quebec, who own, owned, lease or leased an Affected Class Vehicle and who claim to have suffered damages as a result of a defective HFL system that drains power from the battery when the vehicle's ignition is off.

The following people are excluded from the Class (“Excluded Persons”):

Employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges, and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of the Action.

CERTIFICATION OF THE CLASS ACTION

The class action was certified by the Court. This means that issues that are common to all members of the Class were meant to be determined in a single lawsuit.

SETTLEMENT OF THE CLASS ACTION

Subject to the approval of the Court, the Action has been settled with the Defendants.

Your Legal Rights and Options in this Settlement	
YOU CAN DO NOTHING RIGHT NOW	<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 Court, you will be bound by the Settlement Agreement. This means you will give up your</p>

	right to sue the Defendants in relation to any claims you may have relating to any of the issues raised in the Action
YOU CAN OPT OUT OF THE SETTLEMENT	<p>If you do not wish to be a Settlement Class Member, you can opt out of the Settlement, as described below. Opting out means you will not be bound by the Settlement Agreement if it is approved, and will not be entitled to make a Claim under the Settlement Agreement. However, you will have the right to sue the Defendants 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 once the Claims Deadline, as defined in the Settlement Agreement, has expired.</p>
YOU CAN OBJECT TO THE SETTLEMENT	If you do not opt out, you may provide your comments on or objections to the Settlement as described below.

BENEFITS UNDER THE SETTLEMENT AGREEMENT

If the Court approves the Settlement, the Defendants will provide the following benefits to eligible Settlement Class Members, which are any of the following expenses caused by HFL Issues and incurred by a Claimant during the Factory Warranty Period:

- expenses incurred for repair or replacement of the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to repair or replacement of the HFL unit) **to a maximum amount of \$500 per Claimant;** or
- expenses incurred for disconnecting the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to disconnection of the HFL unit) **to a maximum amount of \$350 per claimant.**

(together, “**Claimable Expenses**”)

All Settlement Class Members will be eligible to receive reimbursement for the Claimable Expenses, subject to the proof requirements described in the Settlement Agreement. However, **in no circumstances will the Claimable Expenses for any one Claimant be allowed to exceed \$500.**

Claimants are not eligible to Claim for any Claimable Expenses which have been: (1) incurred after the Factory Warranty Period; or (2) paid by or reimbursed from any other source, person or entity, including but not limited to, any insurance, the Class Vehicle's factory warranty, or third party warranty.

For the purpose of the Settlement, the Factory Warranty Period is deemed to be the earlier of: (1) 10 years from the original factory warranty in-service date for the Class Vehicle; or (2) 120,000 kilometers.

A further notice describing how to make a Claim under the Settlement Agreement will be issued to Class members if the Court Approves the Settlement Agreement.

If you submit a Claim, the Administrator will process it, and determine whether the amount you are claiming is reasonable, the proof requirements have been satisfied, and whether you are entitled to that claim amount.

WHAT HAPPENS NEXT?

The class action is not over. The Settlement and the benefits available under it, must first be approved by the Court. At the Settlement Approval Hearing, the Court will determine whether the Settlement is fair, reasonable and in the best interests of Class Members resident in Canada. The Settlement benefits will not become available to those who are eligible until the Court has issued an order approving the settlement and (i) the the time to appeal that order has expired without any appeal being taken or, (ii) if an appeal occurs, once there has been affirmation of the order upon a final disposition of all appeals.

The Settlement Approval Hearing is currently schedule to take place before the Supreme Court of British Columbia at [NTD: Time] a.m. on [date of settlement approval hearing] at 800 Smithe Street, Vancouver BC V6Z 2E1.¹

COMMENTS AND OBJECTIONS TO THE SETTLEMENT?

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

¹ Please Consult the Website for up-to-date information about the time and place of the Settlement Hearing.

including the below information, and provide it to Settlement Class Counsel (please see Section [●] for Class Counsel information) no later than **[** INSERT DATE OF 21 DAYS AFTER NOTICE DATE]**..

- a) indicate that you are commenting on the Honda HFL 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 [●] below), you may not object to the Settlement.

WHAT IF I DON'T WANT TO BE IN THIS CLASS ACTION (OPTING OUT?)

If you do not want to participate in this class action, you must send a signed Opt Out Form to the Administrator of the Settlement Agreement (addresses/email addresses below), with the following information:

- your full name, current address and telephone number;
- if you are writing on behalf of a company, the name of the company and your position at the company;
- identify the name and address of your lawyer, if you have retained a lawyer;
- declare that you own or owned or lease or leased a Class Vehicle; and
- declare that you (or the company) want to be excluded from the Settlement Agreement.

Requests to opt out must be in the Opt Out Form sent by regular mail or courier and postmarked on or before the Claims Deadline, which will occur after the Settlement is approved by the Court. The exact date of the Claims Deadline will be

posted to the Website.

If you opt out:

- you will not be eligible to participate in the Action, and
- you will not be bound by the outcome of the Action, including the Settlement Agreement if approved by the Court, and
- you will not receive any money from the Action or under the Settlement Agreement, but
- you will be able to start or continue your own case against the Defendants regarding the claims at issue in the Action.

If you do nothing, and do not opt out:

- you will be eligible to participate in the Action, and
- you will be bound by the outcome of the Action, including the Settlement Agreement if approved by the Court, and
- you may receive money from the Action under the Settlement Agreement, but
- you will not be able to start or continue your own case against the Defendants regarding the claims at issue in the Action.

This is your only chance to opt out of the class action. No further right to opt out will be provided.

WHAT DO I NEED TO DO IF I WANT TO STAY IN THIS CLASS ACTION?

You do not need to do anything to stay in the class action. However, you should:

- register to receive updates at www.hondaacurahandsfreelinkdefect.ca; and
- keep your vehicle records including proof of purchase and maintenance and repair invoices.

WHO ARE THE LAWYERS WORKING ON THIS CLASS ACTION AND HOW ARE THEY PAID?

“**Class Counsel**” for the class action is:

GARCHA & COMPANY

Attention: K.S. Garcha

Mail: #405 - 4603 Kingsway, Burnaby, BC, V5H 4M4 Email:

ksgarcha@garchalaw.ca

As an individual, you do not have to pay out-of-pocket for the lawyers working on this class action. There is an agreement between the representative plaintiff and the lawyers working on the class action. The agreement provides that Class Counsel will be paid a percentage of any amount recovered from the Defendants, plus

disbursements and applicable taxes. The lawyers' fees and disbursements must be approved by the Court.

You will not be charged for contacting Class Counsel.

WHERE CAN I FIND OUT MORE INFORMATION OR ASK MORE QUESTIONS?

This Notice contains a summary of the Settlement. If you have questions about the Settlement, you are encouraged to contact either the Settlement Class Counsel at 604-435-4444 or 1-844-878-0444 or write to ksgarcha@garchalaw.ca. You can get additional information by visiting www.acurahandsfreelinkdefect.ca.

You can also call ~~the Administrator~~, toll free at ~~1-844-878-0444~~; or write to the Administrator at:

[NTD: Address of Claims Administrator]

Complete copies of the pleadings, orders and other publicly filed documents in the class action may also be accessed for a fee through British Columbia Court Services Online at: <https://justice.gov.bc.ca/cso/eseach/eseachHome.do>.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA

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

SCHEDULE "D"
COVER EMAIL TO CLASS MEMBERS

Dear Class Member

Re: *Canadian Acura Hands-Free Calling System*

You are receiving this email because you are a person resident in Canada, excluding Québec, who own, owned, lease or leased an Acura TL (Model Year 2004-2008), Acura MDX (Model Year 2007-2011), Acura RDX (Model Year 2007-2008), or Acura ZDX (Model Year 2008-2011). A settlement has been reached that may affect your legal rights. The settlement has been approved by the Supreme Court of British Columbia. Please see the Court-approved Notice of Settlement Approval and Claims Procedures by clicking [here](#) *[hyperlink to Notice at Schedule D]*, also attached for more information.

More Information

The notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement [here](#) *[hyperlink to Settlement Agreement]*. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below. The law firm Garcha & Company represents Class Members in the Action. They can be reached at:

Garcha & Company

Metropointe, #405-4603 Kingsway
Burnaby, BC, V5H 4M4
Kinda Garcha Phone: (604) 435 4444
Email: ksgarcha@garchalaw.ca

ACURA VEHICLE HFL CLASS ACTION

SHORT FORM

NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCEDURES

ACURA VEHICLE HFL CLASS ACTION SETTLEMENT

A NATIONWIDE SETTLEMENT HAS BEEN REACHED IN CANADA FOR CERTAIN CURRENT AND FORMER OWNERS AND LESSEES OF CERTAIN MODEL YEAR ACURA VEHICLES

Do you own or lease or have you owned or leased one of the following Acura vehicles ("Affected Class Vehicles") equipped with a hands-free calling system?

MODEL	MODEL YEARS (INCLUSIVE)
Acura TL	2004-2008
Acura MDX	2007-2011
Acura RDX	2007-2008
Acura ZDX	2008-2011

Read this Notice Carefully!

You Have Legal Rights Under the Settlement That Are Affected Even If You Do Nothing

The alleged defect causes an electrical draw that may damage the Affected Class Vehicles' battery and/or alternator (the "HFL Issues"). The class action seeks compensation for class members due to the Defendants' alleged wrongdoing. The allegations were not proven in Court

The class action (*Gill v. Honda Canada Inc., et al*, Action No. S-177374, the "Action") was certified by the British Columbia Supreme Court and is brought on behalf of class members across Canada, except the Province of Quebec.

WHO ARE THE CLASS MEMBERS?

The Class Members are: All persons resident in Canada, excluding Quebec, who, own, owned, lease or leased one of the Affected Class Vehicles and who claim they have suffered damages as a result of a defective HFL system that drains power from the battery when the vehicle's ignition is off.

Excluded Persons are: Employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges, and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of the Action.

HOW DO I MAKE A CLAIM?

SETTLEMENT OF THE HFL CLASS ACTION

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

Our records show that you are the current or former owner or lessee of a certain model year Acura vehicle being one of the Affected Class Vehicles identified above. A class action relating to these vehicles has been settled and approved by the Supreme Court of British Columbia.

Under the Settlement you may be eligible to claim:

- expenses incurred for repair or replacement HandsFreelink™ unit (“**HFL Unit**”) in Affected Class Vehicles as a result of HFL Issues to a maximum amount of \$500;
- expenses incurred for disconnecting the HFL unit in Affected Class Vehicles as a result of specific issues with the HFL Unit to a maximum amount of \$350.

For settlement details, to determine if your vehicle is eligible, and to obtain the Long Form Notice, visit the website at www.acurahandsfreelinkdefect.ca (the “**Website**”), call **NTD: Phone number** [1-844-878-0444](tel:1-844-878-0444) or send an e-mail to ksgarcha@garchalaw.ca.

WHAT IS THIS CLASS ACTION ABOUT?

A class action was commenced in British Columbia against the manufacturers of certain Acura vehicles (Honda Canada Inc., Honda Motor Company, Ltd. and Honda of America, Mfg., Inc.) (collectively the “**Defendants**”).

The class action alleges that the Defendants failed to disclose a defect in the HFL Units, offered in the Affected Class Vehicles.

Your Claim must be submitted during the Claims Period which expires 60 days after this Notice is deemed to have been made to Class Members. If you submit a Claim after the Claims Period has ended, you will not be entitled to any amounts under the Settlement.

The administrator will evaluate each claim to determine: (i) whether the Claimant is eligible to make a Claim under the Settlement; (ii) whether the submitted claim contains the required Claim Information and Claims Documents; (iii) and the Approved Claim Amount, if any.

The Administrator’s decision shall be final and binding. There will be no right of appeal of the Administrator’s decision. See the Website for more details.

WHAT IF I DON'T WANT TO BE IN THIS CLASS ACTION?

If you do not want to participate in the class action, you must send a signed Opt Out Form to class counsel, with the following information:

- your full name current address and telephone

Questions? Visit www.acurahandsfreelinkdefect.ca or call toll-free 1-844-878-0444

**SCHEDULE "E"
COVER EMAIL TO CLASS MEMBERS**

Dear Class Member

Re: *Canadian Acura Hands-Free Calling System*

You are receiving this email because you are a person resident in Canada, excluding Québec, who own, owned, lease or leased an Acura TL (Model Year 2004-2008), Acura MDX (Model Year 2007-2011), Acura RDX (Model Year 2007-2008), or Acura ZDX (Model Year 2008-2011). A settlement has been reached that may affect your legal rights. The settlement has been approved by the Supreme Court of British Columbia. Please see the Court-approved Notice of Settlement Approval and Claims Procedures by clicking [here](#) *[hyperlink to Notice at Schedule E]*, also attached for more information.

More Information

The notice contains only a summary of the Settlement and Class Members are encouraged to review the complete Settlement Agreement [here](#) *[hyperlink to Settlement Agreement]*. If you have questions that are not answered online, please contact the appropriate Class Counsel identified below. The law firm Garcha & Company represents Class Members in the Action. They can be reached at:

Garcha & Company

Metropole, #405-4603 Kingsway

Burnaby, BC, V5H 4M4

Kinda Garcha Phone: (604) 435 4444

Email: ksgarcha@garchalaw.ca

ACURA VEHICLE HFL CLASS ACTION
LONG FORM

NOTICE OF SETTLEMENT APPROVAL AND CLAIMS PROCEDURES
ACURA VEHICLE HANDSFREELINK CLASS ACTION SETTLEMENT

A NATIONWIDE SETTLEMENT HAS BEEN REACHED IN CANADA FOR
CERTAIN CURRENT AND FORMER OWNERS AND LESSEES OF
CERTAIN MODEL YEAR ACURA VEHICLES

This Notice is about an alleged defective hands-free calling system that causes an electrical draw that may damage the battery or alternator in certain 2004 - 2011 Acura vehicles.

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

TO ALL PERSONS IN CANADA, EXCLUDING QUEBEC, WHO:

are current owners and lessees of the following Acura model vehicles:

The Supreme Court of British Columbia (the “**Court**”) has approved a settlement of a lawsuit against Honda Canada Inc., Honda Motor Company Ltd., and Honda of America, MFG Inc. (collectively, the “**Defendants**”). The Settlement will become effective on the Effective Date, as defined in the Settlement Agreement. The benefits described in the Settlement will be available to those who are eligible only after the Effective Date.

WHY DO I NEED TO READ THIS NOTICE?

You might be a member of a class action. A **class action** is a lawsuit filed by one

person on behalf of a large group of people.

The purpose of this Notice is to advise that a lawsuit has been settled with the Defendants and that the Settlement has been approved by the Court. The terms of the Settlement are set out in the Settlement Agreement. You may view a copy of the Agreement, and important updates about the Settlement, at the website at www.acurahandsfreelinkdefect.ca (the “Website”).

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 under the Settlement Agreement.

WHAT IS THIS CLASS ACTION ABOUT?

A class action was commenced in British Columbia against the Defendants who are manufacturers of Acura vehicles.

This class action involves claims arising from the purchase or lease of Acura vehicles which contained a Bluetooth pairing device, HandsFreeLink™ (the “HFL”), that allowed for hands-free cell phone calls. According to the Plaintiff’s claim, the HFL system contains a defect causing it to malfunction by failing to switch off properly when not in use resulting in an electrical draw that may damage the Acura’s battery and/or alternator. The Plaintiff alleges that the Defendants failed to disclose the defect in the HFL system and remedy it. As a result, the class action sought compensation for class members due to the Defendants’ alleged wrongdoing.

The class action filed in British Columbia is called *Gill v. Honda Canada Inc., et al*, Action No. S-177374 (the “Action”), was certified by the Court and is brought on behalf of class members across Canada, except the Province of Quebec.

A more complete description of the class action, its status, and the rulings made in the class action are available at: www.acurahandsfreelinkdefect.ca.

WHO IS IN THE CLASS?

You are a member of this class action if you own, owned, lease or leased one of the Acura vehicles listed below.

“Affected Class Vehicles” means the following Acura vehicles equipped with the alleged defective HFL system.

MODEL	MODEL YEARS (INCLUSIVE)
Acura TL	2004-2008
Acura MDX	2007-2011

Questions? Visit www.acurahandsfreelinkdefect.ca or call toll-free 1-844-878-0444

Acura ROX	2007-2008
Acura ZDX	2008-2011

The class of persons affected by the class action (“**Class Members**”) is:

All persons resident in Canada, excluding Quebec, who own, owned, lease or leased an Affected Class Vehicle and who claim to have suffered damages as a result of a defective HFL system that drains power from the battery when the vehicle's ignition is off.

The following people are excluded from the Class (“**Excluded Persons**”):

Employees, officers, directors, agents of the Defendants and their family members, class counsel, presiding judges, and any person who has commenced an individual proceeding against or delivered a release to the Defendants concerning the subject of the Action.

CERTIFICATION OF THE CLASS ACTION

The class action was certified by the Court. This means that issues that are common to all members of the Class were meant to be determined in a single lawsuit.

SETTLEMENT OF THE CLASS ACTION

On [NTD: date of Settlement Order] and following a hearing on [NTD: Date of Settlement Approval Hearing], the Court approved the Settlement Agreement.

Your Legal Rights and Options in This Settlement	
<p>YOU CAN CHOOSE NOT TO MAKE A CLAIM UNDER THE SETTLEMENT AGREEMENT</p>	<p>If you do not submit a Claim under the Settlement Agreement (described in Section [] below) during the Claims Period, you will not receive any of the Claimable Expenses under the Settlement Agreement.</p> <p>However, if you do nothing, you will be bound by the Settlement Agreement even if you do not submit a Claim under the Settlement Agreement. This means you will give up your right to sue the Defendants in relation to any claims you may have relating to any of the issues raised in the Action.</p>
<p>YOU CAN MAKE A CLAIM UNDER THE SETTLEMENT AGREEMENT</p>	<p>You may submit a Claim under the Settlement Agreement (described in Section</p>

Questions? Visit www.acurahandsfreelinkdefect.ca or call toll-free 1-844-878-0444

	[●] below) during the Claims Period.
YOU CAN OPT OUT OF THE SETTLEMENT	<p>If you do not wish to be a Settlement Class Member, you can opt out of the Settlement, as described in Section [●] below. Opting out means you will not be bound by the Settlement Agreement if it is approved, and you will not be entitled to make a Claim under this Settlement Agreement. However, you will have the right to sue the Defendants on your own if you wish.</p> <p>No further right to opt out of the Settlement will be provided once the Claims Deadline as defined in the Settlement Agreement, has expired.</p>

BENEFITS UNDER THE SETTLEMENT AGREEMENT

The Defendants will provide the following benefits to eligible Settlement Class Members, which are any of the following expenses caused by HFL Issues and incurred by a Claimant during the Factory Warranty Period:

- expenses incurred for repair or replacement of the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to repair or replacement of the HFL unit) **to a maximum amount of \$500 per Claimant**; or
- expenses incurred for disconnecting the HFL unit in Class Vehicles as a result of HFL Issues (including any expenses incurred for diagnostics where diagnosis of HFL Issues leads to disconnection of the HFL unit) **to a maximum amount of \$350 per claimant**.

(together, “**Claimable Expenses**”)

All Settlement Class Members will be entitled to receive reimbursement for the Claimable Expenses. However, **in no circumstances will the Claimable Expenses for any one Claimant be allowed to exceed \$500.**

Claimants are not eligible to Claim for any Claimable Expenses which have been: (1) incurred after the Factory Warranty Period; or (2) paid by or reimbursed from any other source, person or entity, including but not limited to, any insurance, the Class Vehicle’s factory warranty, or third party warranty.

For the purpose of the Settlement, the Factory Warranty Period is deemed to be the earlier of: (1) 10 years from the original factory warranty in-service date for the Class Vehicle; or (2) 120,000 kilometers.

If you submit a Claim, the Administrator will process it, and determine whether the amount you are claiming is reasonable, and whether you are entitled to that claim amount. A Claim must include the required Claims Information and Claim Documents and be submitted in a Claims Form. For more information please visit www.acurahandsfreelinkdefect.ca.

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

WHAT HAPPENS NEXT?

The class action is not over. The Settlement and the benefits available under it, have been approved by the Court. However, the Settlement benefits will not become available to those who are eligible until: (i) the time to appeal the Court's order approving the Settlement Agreement has expired without any appeal being taken or, (ii) if an appeal occurs, once there has been affirmation of the Court's order approving the Settlement Agreement upon a final disposition of all appeals.

Important updates about the Settlement including deadlines for Opting Out and for making claims will be made available at the Website.

WHAT IF I DON'T WANT TO BE IN THIS CLASS ACTION (*OPTING OUT?*)

If you do not want to participate in this class action, you must send a signed Opt Out Form to the Administrator of the Settlement Agreement (addresses/email addresses below), with the following information:

- your full name, current address and telephone number;
- if you are writing on behalf of a company, the name of the company and your position at the company;
- identify the name and address of your lawyer, if you have retained a lawyer;
- declare that you own or owned or leases or leased a Class Vehicle; and
- declare that you (or the company) want to be excluded from the Settlement Agreement.

Requests to opt out must be in the Opt Out Form sent by regular mail or courier and postmarked on or before the Claims Deadline, which will be posted to the Website and will be 60 days after this notice is deemed to have been made to Class Members.

If you opt out:

- you will not be eligible to participate in the Action and Settlement Agreement, and
- you will not be bound by the Settlement Agreement, and

- you will not receive any money from the Action or under the Settlement Agreement, but
- you will be able to start or continue your own case against the Defendants regarding the claims at issue in the Action.

If you do nothing, and do not opt out:

- you will be eligible to participate in the Action and Settlement Agreement, and
- you will be bound by the Settlement Agreement, and
- you may receive money under the Settlement Agreement, but
- you will not be able to start or continue your own case against the Defendants regarding the claims at issue in the Action.

This is your only chance to opt out of the class action. No further right to opt out will be provided.

WHAT DO I NEED TO DO IF I WANT TO STAY IN THIS CLASS ACTION?

You do not need to do anything to stay in the Action. However, you should:

- register to receive updates at www.acurahandsfreelinkdefect.ca; and
- keep your vehicle records including proof of purchase and maintenance and repair invoices.

HOW DO I MAKE A CLAIM?

Settlement Class Members who have incurred, and have satisfactory documentary proof of, Claimable Expenses may make a Claim under the Settlement.

Claimants may make a Claim by submitting to the Administrator a completed claim form that must include the following Claims Information:

- name, birthdate, address, phone number and email;
- model, year and VIN of Class Vehicle;
- original warranty in-service date of Class Vehicle;
- whether Class Vehicle owned or leased;
- years Class Vehicle owned or leased;
- nature of claimed HFL Issues;
- whether Claimant previously claimed under the Class Vehicle's factory warranty for HFL Issues and, if so, whether and how HFL Issues were addressed and/or paid under the factory warranty;
- whether Claimant incurred Claimable Expenses;
- if Claimant incurred Claimable Expenses:
 - nature of Claimable Expenses;
 - amount of Claimable Expenses (if there is more than one claimable expense, provide the amount for each expense);

- dealer/ service provider where Claimable Expenses incurred;
- mileage on Class Vehicle on the date(s) on which Claimable Expenses incurred; and
- date(s) on which Claimable Expenses incurred.

In addition to the Claims Information, Claimants must provide all Claims Documents (all documents, records, work orders and invoices reasonably establishing the Claimant has incurred the claimed Claimable Expenses) reasonably establishing the Claimant has incurred the claimed Claimable Expenses.

The Claims Period will commence on the date that this Notice is deemed to have been made to Class Members and run for 60 days. Any Claims submitted after the expiry of the Claims Period will be ineligible and rejected by the Administrator. The exact date of the Claims Deadline will be posted on the Website.

The Administrator will evaluate each Claim to adjudicate and determine: (1) whether the Claimant is eligible to make a Claim under the Settlement; (2) whether the submitted Claim contains the required Claims Information and Claims Documents; and (3) the Approved Claim Amount, if any.

Claimants who do not possess or provide to the Administrator all Claims Information and Claims Documents will not be eligible to receive payment for any Claimable Expenses under this Settlement.

In addition to the Claims Information and Claims Documents, the Administrator, at its sole discretion, may request additional information and documents from any Claimant which the Administrator reasonably believes necessary to evaluate and adjudicate the Claim.

Where Claims are duplicative, ineligible or otherwise invalid, the Administrator shall reject those Claims.

The Administrator's decision respecting the eligibility and validity of any Claim, and the Approved Claim Amount, shall be final and binding. There shall be no right of appeal of the Administrator's decisions by any Party or Class Member.

Within 30 days of the expiry of the Claims Review Deadline, the Administrator shall provide a report to the Parties setting out, amongst other information, the number of Claims submitted, the number of Claims approved, the Approved Claim Amount for each approved Claim; and the Total Approved Claims Amount.

Within 60 days of the Administrator's Report, the Administrator shall send to each Claimant whose Claim has been approved an email with an Interact e-transfer for the Approved Claim Amount or any pro rata amount of the Approved Claim Amount pursuant to section 7.1.8 of this Settlement Agreement. Where the Approved Claim Amount cannot be paid by Interact e-transfer, the Approved Claim Amount may be paid by cheque delivered by mail.

**WHO ARE THE LAWYERS WORKING ON THIS CLASS ACTION
AND HOW ARE THEY PAID?**

“**Class Counsel**” for the class action is:

GARCHA & COMPANY Attention: K.S. Garcha
Mail: #405 - 4603 Kingsway, Burnaby, BC, VSH 4M4 Email:
ksgarcha@garchalaw.ca

As an individual, you do not have to pay out-of-pocket for the lawyers working on this class action. There is an agreement between the representative plaintiff and the lawyers working on the class action. The lawyers will be paid a percentage of the amount recovered from the Defendants, plus disbursements and applicable taxes. The lawyers' fees and disbursements must be approved by the Court.

You will not be charged for contacting Class Counsel.

WHERE CAN I FIND OUT MORE INFORMATION OR ASK MORE QUESTIONS?

This Notice contains a summary of the Settlement. If you have questions about the Settlement, you are encouraged to contact either the Settlement Class Counsel at 604-435-4444 or 1-844-878-0444 or write to ksgarcha@garchalaw.ca. You can get additional information by visiting www.acurahandsfreelinkdefect.ca.

You can also call ~~the Administrator,~~ toll free at [1-844-878-0444](tel:1-844-878-0444); or write to the Administrator at:

[NTD: Address of Claims Administrator]

Complete copies of the pleadings, orders and other publicly filed documents in the class action may also be accessed for a fee through British Columbia Court Services Online at: <https://justice.gov.bc.ca/cso/eseach/eseachHome.do>.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA

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

**SCHEDULE "F"
ORDER MADE AFTER APPLICATION**

No. S-177374
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RAJVEER SINGH GILL A.K.A. ROCKY GILL

PLAINTIFF

AND:

**HONDA CANADA INC., HONDA MOTOR COMPANY, LTD. and
HONDA OF AMERICA MFG., INC.**

DEFENDANTS

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE)
) THE HONOURABLE JUSTICE)
) THE HONOURABLE JUSTICE) [●]
))
))
))

ON THE APPLICATION OF the Plaintiff coming on for hearing at ~~the~~ the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on September 8, 2023 and on hearing [●] and [●];

BY CONSENT THIS COURT ORDERS that:

- ~~1. The method of disseminating notice as provided for in the Settlement Agreement is approved.~~
- ~~2. The form of the notice as attached at Schedule "B" and "C" to the Settlement Agreement is approved.~~

- 1. The proposed Settlement Agreement attached as **Appendix 1** to **Schedule "A"** to this Notice of Application (the "**Settlement Agreement**") is incorporated by reference to the Order sought herein, in addition to the terms defined herein, the definitions in the Settlement Agreement are incorporated into and shall be applied in interpreting this Order.

2. Class Members shall be given notice of the certification of this Action, the opt out process, and the Settlement Approval Hearing application, in substantially the form attached hereto as **Appendices “2” and “3”** respectively to **Schedule “A”** to this Notice of Application (collectively, the “**Pre-Approval Notices**”).
3. The plan for publication and/or dissemination of the Pre-Approval Notices in accordance with Section 4 of the Settlement Agreement is approved substantially in the form attached hereto as **Appendix “4”** to **Schedule “A”** to this Notice of Application (“**Notice Plan**”).
4. The Pre-Approval Notices shall be disseminated substantially in accordance with the Notice Plan by the Administrator, RicePoint Administration, Inc.
5. Class Members may opt out of this Action by complying with the opt out procedure prescribed by Section 6.1 of the Settlement Agreement and described in the Pre-Approval Notices. No person may opt out of this Action after 60 days from the first publication of the first Pre-Approval Notice.
6. Any Class Member who opts out of this Action in accordance with the opt out procedure and prior to the Claims Deadline shall be excluded from the Settlement Agreement and the Action. Any Class Member who does not opt out of the Action in accordance with the opt out procedure, or otherwise with leave of this Court, shall be bound by the outcome of the Action, including the Settlement Agreement.
7. The Opt Out Form is approved substantially in the form attached as **Schedule “H”** to **Appendix “1”** to this Notice of Application.
8. The Defendants expressly reserve their rights to contest certification of any other related or unrelated proceedings and their rights to defend on the merits any other related or unrelated proceedings.
9. ~~3.~~ This Order shall be declared null and void on a subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of
 Party Lawyers for Plaintiff

Kinda Garcha

Signature of
 Party Lawyer for the Defendants

Jessica Campbell

BY THE COURT

REGISTRAR

**SCHEDULE "G"
ORDER MADE AFTER APPLICATION**

No. S-177374
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

RAJVEER SINGH GILL A.K.A. ROCKY GILL

PLAINTIFF

AND:

**HONDA CANADA INC., HONDA MOTOR COMPANY, LTD. and
HONDA OF AMERICA MFG., INC.**

DEFENDANTS

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

))	
))	
BEFORE)	THE HONOURABLE JUSTICE [●])	[●]
))	
))	

ON THE APPLICATION OF the Plaintiff coming on for hearing at [●] on [●] and on hearing [●] and [●];

BY CONSENT THIS COURT ORDERS that:

1. The terms of the settlement reached between the parties as set out in the Settlement Agreement attached as Schedule "A" to this Order are hereby approved and that all capitalized terms in this Order have the same meaning as defined in such Settlement Agreement.
2. In the event of any conflict between the Settlement Agreement and this Order, this Order shall prevail.

3. The Settlement Agreement is fair, reasonable and in the best interests of the Class Members.
4. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented in accordance with its term.
5. The Releasors, other than those who opt-out of the Settlement, have fully and finally released the Released Parties from the Released Claims pursuant to the following terms:
 - (a) The Plaintiff and each and every Releasor, regardless of whether any Releasor executes and delivers a written release, fully and forever release, remise, acquit and discharge the Released Parties from the Released Claims. By executing this Settlement Agreement, the Parties acknowledge that the Action shall be dismissed pursuant to the terms of the Second Order, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released as to the Released Parties. The Second Order shall provide for and effect the full and final release, by the Plaintiff and all Releasors, of all Released Claims.
 - (b) 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 Settlement Agreement, may in the future have had against Released Parties. In furtherance of such intention, the release herein given by the Releasors to the Released Parties 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.
 - (c) 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 of the Released Parties or any other person who may claim contribution or indemnity from any of the Released Parties in respect of any Released Claim or any matter related directly or indirectly thereto.
 - (d) If any Settlement Class Member brings an action or asserts a claim against any of the Released Parties contrary to the terms of this Settlement Agreement, the counsel of record for such Settlement Class Member shall be provided with a copy of this Settlement 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 Released Parties, the Settlement Class Member who brought such action or claim shall pay the Released Parties' reasonable counsel fees and disbursements incurred by the Released Parties in the defence of such action or claim.

- (e) Except as otherwise provided, nothing in this Settlement Agreement shall be construed in any way to prejudice or impair the right of the Defendants or the Defendant's insurers to pursue such rights and remedies as they may have against any person under or in connection with any insurance policies.
6. The form of the notice as attached at Schedule "C" and "D" to the Settlement Agreement is approved.
 7. The Distribution Protocol and Claims Procedure at section 7 "Distribution Of Settlement Monies" of the Settlement Agreement is approved.
 8. The Administrator shall administer the Settlement.
 9. This Court retains continuing exclusive jurisdiction over the parties to administer, supervise, construe and enforce this Settlement Agreement.
 10. The Parties may seek directions and relief from the Court with respect to the administration and implementation of the Settlement and the interpretation and enforcement of the Settlement Agreement as may be required.
 11. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violation of any statute or law, or any admission of any wrongdoing or liability by the Defendants, or any admission of the truth of any claims or allegations contained in this Action or the Actions.
 12. The Action will be dismissed without costs on the Effective Date. The dismissal shall be a defence to any subsequent action against any Released Party based on, relating to or arising out of the Released Claims.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of
 Party Lawyers for Plaintiff

Kinda Garcha

Signature of

Party Lawyer for the Defendants

Michael Parrish

BY THE COURT

REGISTRAR

SCHEDULE "H"
ACURA VEHICLE HFL CLASS ACTION OPT OUT FORM

I, _____ (print full name), elect to opt out of the Acura Vehicle HFL 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:

Rajveer Singh Gill a.k.a Rocky Gill v. Honda Canada Inc., Honda Motor Company, Ltd., and Honda of America, MFG. Inc. (Supreme Court of British Columbia, Action No. S177374, Vancouver Registry).

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

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

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

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

Date

Signature

Name: _____

Address: _____

Telephone Number: _____

Alternative Telephone Number: _____

E-mail: _____

Name of Counsel (if any): _____

Address of Counsel (if any): _____

Telephone Number of Counsel (if any): _____

Model and Model Year: _____

Vehicle Identification Number-17 digits: _____