

**ACURA HFL CLASS ACTION
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:

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

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 this Settlement, at the website 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 further notice describing how to make a Claim under the Settlement Agreement will be issued to you if the Court Approves the Settlement Agreement.

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 March 15, 2024, 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 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	If you wish to be included as a Settlement Class Member, you do not need to do anything at this time. If the Settlement is approved by the Court, you will be bound by 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
YOU CAN OPT OUT OF THE SETTLEMENT	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. No further right to opt out of the Settlement will be provided once the Claims Deadline, as defined in the Settlement Agreement, has expired.
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 scheduled to take place before the Supreme Court of British Columbia at 9:45 a.m. on March 15, 2024, 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, including the below information, and provide it to Settlement Class Counsel (please see “Who are Lawyers Working on this Class Action” Section below for Class Counsel information) no later than February 2, 2024.

- 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 “What if I Don’t Want to be in this Class Action” Section below), you may not object to the Settlement.

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

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

If you do not want to participate in this class action, you must send a signed Opt-Out Form (available on the website noted in the footer) to the Administrator of the Settlement Agreement (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;
- 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.acurahandsfreelinkdefect.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, 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 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 Class Counsel toll-free at 1-844-878-0444; or write to the Administrator at:

Acura Handsfree Link Defect
c/o RicePoint Administration Inc.

P.O. Box 3355

London, ON N6A 4K3

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.