SETTLEMENT AGREEMENT AND RELEASE

This agreement ("Settlement Agreement") is entered into as of September 19, 2014, by and between American Honda Motor Co., Inc. ("Honda") and plaintiffs in *Davitt v. Honda North America, Inc.*, Case No. 13-381 (D.N.J.) (the "Litigation").

WHEREAS, Honda is engaged in the business of, among other things, distributing cars;

WHEREAS, Kevin Davitt, Scott Carter, and Mark Tudyk (the "Representative Plaintiffs") are the named plaintiffs in the Litigation, which was filed as a putative class action on behalf of owners and lessees of certain Honda CR-V vehicles;

WHEREAS, the Representative Plaintiffs seek damages and injunctive relief, and assert that the Litigation should proceed as a class action;

WHEREAS, Honda denies all material allegations raised in the Litigation, denies that the cars that are the subject of the Litigation are defective, denies wrongdoing of any kind, and maintains that a class action cannot properly be certified for purposes of litigation as opposed to settlement;

WHEREAS, the Representative Plaintiffs through their counsel have conducted sufficient discovery of the facts and thoroughly vetted the relevant legal issues through motion practice in the Litigation;

WHEREAS, the Representative Plaintiffs and Honda recognize the uncertainties of the outcome of the Litigation, and appreciate the likelihood that any final result would require years of further litigation and entail substantial expense;

WHEREAS, the Representative Plaintiffs and their counsel believe, in light of the costs, risks, and delay of continued litigation, that settlement at this time as provided in this Settlement Agreement is in the best interests of the Settlement Class (as defined below);

WHEREAS, the Representative Plaintiffs and Honda agree that the settlement provided in this Settlement Agreement is a fair, reasonable, and adequate resolution of the Litigation;

WHEREAS, the Representative Plaintiffs and Honda intend to settle all claims which have been brought, or which could have been brought, in the Litigation by or on behalf of people in the Settlement Class, except claims arising from death, personal injury, or property damage;

NOW, THEREFORE, it is agreed that the Litigation shall be settled under the terms and conditions set forth below.

1. DEFINITIONS

1.1 As used in the Settlement Agreement, the following terms have the meanings set forth below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

1.2 "Authorized Honda Dealer" means a dealership authorized by Honda to sell and service Honda vehicles in the United States, inclusive of Puerto Rico, the U.S. Virgin Islands, and Guam.

1.3 "Claim Form" means the form attached as Exhibit 1.

1.4 "Claims Period" means the time during which a Settlement Class Member may submit a Claim Form under the settlement. It begins when Honda begins mailing Notices and ends sixty days after the date of the Final Approval Hearing.

1.5 "Class Counsel" means the following:

Joseph G. Sauder
Matthew D. Schelkopf
Chimicles & Tikellis LLP

Jonathan W. Cuneo
William H. Anderson
Cuneo Gilbert & LaDuca, LLP

1.6 "Class Counsel Fees and Expenses" means the amount approved by the Court pursuant to paragraph 12.2 for payment to Class Counsel as attorneys' fees, costs, and litigation expenses.

1.7 "Countermeasure Replacement" means the replacement of the front driver's side door lock actuator (regardless of whether the driver's door lock mechanism is working) at an Authorized Honda Dealer.

1.8 "Court" means the United States District Court for the District of New Jersey.

1.9 "Door Lock Actuator Repair" means any diagnosis, repair, or replacement of a door lock actuator (excluding the hatchback lock actuator) performed by an Authorized Honda Dealer or any third-party automotive repair business not resulting from accidents, misuse, or vandalism.

1.10 "Effective Date" means the earlier of the following:

(a) The date when the time for appealing from the Final Judgment has elapsed without any appeals being initiated;

(b) The date when all appeals from the Final Judgment approving the settlement or from any appellate decision affirming the Final Judgment have been exhausted, and no further appeal may be taken.

1.11 "Final Judgment" means the Final Judgment of the Court dismissing the Litigation with prejudice and approving this Settlement Agreement, in substantially the form attached as Exhibit 2.

1.12 "Honda" means American Honda Motor Co., Inc.

1.13 "Honda Countermeasure Update" means the notice of the Countermeasure Replacement from Honda, which will be included with the Notice.

1.14 "Honda's Counsel" means Sidley Austin LLP and Greenbaum, Rowe, Smith & Davis LLP.

1.15 "Litigation" means *Davitt v. Honda North America, Inc.*, Case No. 13-381 (D.N.J.).

1.16 "Notice" means the Court-approved form of notice of the settlement to the Settlement Class, substantially in the form of Exhibit 3, which shall also include the Honda Countermeasure Update.

1.17 "Notice Plan" means the plan for disseminating Notice to the Settlement Class.

1.18 "Out-of-Pocket Expense" means the amount that a Settlement Class Member paid for any Door Lock Actuator Repair completed not later than seven days after the mailing of the Notice. Out-of-Pocket Expense does not include any amounts previously reimbursed by Honda for any Door Lock Actuator Repair, including pursuant to other litigation, warranty, or customer goodwill, any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise, or any amounts for "labor" assessed to a repair completed by a Settlement Class Member himself or herself.

1.19 "Parties" means the Representative Plaintiffs, on behalf of themselves and the Settlement Class, and Honda.

1.20 "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the settlement and directing that Notice be given to the Settlement Class, substantially in the form attached as Exhibit 4.

1.21 "Proof of Payment" means original written proof provided by a person other than the Settlement Class Member that an Out-of-Pocket Expense was incurred by a Settlement Class Member as a result of Door Lock Actuator Repair. Proof shall consist of one or more original contemporaneous writings, such as third party receipts, invoices, and repair orders or bills, which, either singly or together, prove the existence of Door Lock Actuator Repair. A duplicate repair receipt from an Authorized Honda Dealer stamped as "Paid," or similar language, also constitutes Proof of Payment.

1.22 "Released Claims" means all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, matured or unmatured, contingent or non-contingent, asserted or unasserted, or based on any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is negligent, fraudulent, intentional, or sounds in warranty (implied or express), contract, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of different or additional facts, that any Representative Plaintiff or Settlement Class Member has or may have against any of the Released Persons arising out of or related in any way to alleged issues relating to door lock actuator functionality in the Settlement Class Vehicles; provided, however, that Released Claims do not include claims for death, personal injury, or damage to

property. The Released Claims include claims that a Settlement Class Member does not know to exist as of the Effective Date, which if known might have affected the Settlement Class Member's decision not to object to the settlement or not to seek exclusion from the Settlement Class. Without necessarily agreeing that the foregoing release qualifies as a "general release," upon the Effective Date all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived the rights and benefits of any provision of the laws of the United States or of any state or territory which provides that a general release does not extend to claims which a party does not know or suspect to exist at the time of agreeing to the release, which if known to the party may have materially affected the decision to provide the release. The immediately preceding sentence refers to, among all other similar statutes and rules, Section 1542 of the California Civil Code, which provides: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

1.23 "Released Persons" means American Honda Motor Co., Inc.; all of its parents, subsidiaries, and affiliates, including but not limited to Honda Motor Co., Ltd., Honda North America, Inc., Honda of America Mfg., Inc., Honda R&D Co., Ltd., Honda R&D Americas, Inc., Honda Manufacturing of Alabama, LLC, American Honda

Finance Corp., and Honda Engineering North America, Inc., and each of their respective parent companies, subsidiaries, affiliated companies, divisions, and suppliers; all Authorized Honda Dealers and distributors; and the past, present, and future officers, directors, shareholders, employees, affiliates, parents, subsidiaries, agents, attorneys, suppliers, vendors, dealers, attorneys, predecessors, successors, insurers, trustees, representatives, heirs, executors, and assigns of all of the foregoing persons.

1.24 "Representative Plaintiffs" means Kevin Davitt, Scott Carter, and Mark Tudyk.

1.25 "Settlement Class" means all residents of the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, or Guam who own or lease, or previously owned or leased, a Settlement Class Vehicle. The Settlement Class also includes all United States military personnel who purchased a Settlement Class Vehicle outside the United States during military duty. Excluded from the Settlement Class are Honda, Honda's employees, employees of Honda's affiliated companies, Honda's officers and directors, dealers that currently own Settlement Class Vehicles, all entities claiming to be subrogated to the rights of Settlement Class Members, issuers of extended vehicle warranties, and any Judge to whom the Litigation is assigned.

1.26 "Settlement Class Member" means a person who falls within the definition of the Settlement Class.

1.27 "Settlement Class Vehicle" means all 2007 and 2008 Honda CR-Vs as well as 2009 Two-Wheel Drive CR-Vs with VINs in the following ranges: JHLxxxxxxxx000001–JHLxxxxxxxx007343; 5J6xxxxxxxx000001-5J6xxxxxxxx003420; or 3CZxxxxxxxx700001-3CZxxxxxxxx701680, and 2009 All Wheel Drive CR-Vs with VINs in the following ranges: JHLxxxxxxxx000001-JHLxxxxxxxx007327; 5J6xxxxxxxx000001-5J6xxxxxxxx007526; or 3CZxxxxxxxx700001-3CZxxxxxxxx7002402009 , which were distributed for sale or lease in the United States (including the Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam).

2. DENIAL OF WRONGDOING AND LIABILITY

Honda denies the material factual allegations asserted in the Litigation, denies that the Settlement Class Vehicles are defective, and maintains that the Litigation would not qualify for class certification in a contested class certification context. Honda further states that the issues raised by the Litigation occur in only a very small percentage of the Settlement Class Vehicles.

3. BENEFITS OF SETTLEMENT

Class Counsel have investigated the law and the facts and have gathered relevant information about these issues. Class Counsel and the Representative Plaintiffs recognize the expense and time of the proceedings that would be

necessary to prosecute the Litigation through trial and appeals, have taken into account the uncertain outcome and the risk of litigation, as well as the difficulties and delays inherent in complex litigation, including potential difficulties in maintaining class certification, and the inherent problems of proof of, and available defenses to, the claims asserted in the Litigation. The Representative Plaintiffs and Class Counsel believe that the proposed settlement confers substantial benefits upon the Settlement Class. Based on their evaluation of all of these factors, the Representative Plaintiffs and Class Counsel have determined that the settlement is in the best interests of the Settlement Class. Multiple arm's-length settlement negotiations have taken place between Class Counsel and Honda's Counsel, including with the assistance of an experienced mediator and former United States District Court Judge, Alfred M. Wolin (Ret.). As a result, this settlement has been reached, subject to Court approval.

4. SETTLEMENT CONSIDERATION

4.1 In consideration of the entry of the Final Judgment and the release of the Released Claims, Honda will provide the following relief:

4.2 Countermeasure Replacement

For all Settlement Class Vehicles, Honda will provide a Countermeasure Replacement free of charge, if that lock door actuator has not already been replaced with the countermeasure replacement part as provided in the Honda

Countermeasure Update. In order to receive a Countermeasure Replacement, a Settlement Class Member must bring the Settlement Class Vehicle to an Authorized Honda Dealer. Owners and lessees of Settlement Class Vehicles will be entitled to a Countermeasure Replacement regardless of whether they exclude themselves from the settlement.

4.3 Extended Warranty

Honda will provide Settlement Class Members who currently own or lease Settlement Class Vehicles a warranty extension for Door Lock Actuator Repairs in Settlement Class Vehicles until: (1) three years from the date the original limited warranty expired or (2) six months from the Final Approval Hearing, whichever is later, for the four occupant door actuators.

4.4 Door Lock Actuator Repair

The extended warranty will be subject to the same terms and conditions as the original warranty that came with the Settlement Class Vehicle. Specifically, for Settlement Class Members who currently own or lease Settlement Class Vehicles, Honda will provide Door Lock Actuator Repairs without charge at an Authorized Honda Dealer during the extended warranty period, provided the Settlement Class Member presents the Settlement Class Vehicle for repair at any time between the mailing of the Notice and the expiration of the extended warranty period described

in Paragraph 4.3. Settlement Class Members will be entitled to only one Door Lock Actuator Repair per occupant door during the extended warranty period.

4.5 Reimbursement for Out-of-Pocket Expenses

For Settlement Class Members who have previously paid for Door Lock Actuator Repair in a Settlement Class Vehicle, Honda will reimburse Out-of- Pocket Expenses, provided that the Out-of-Pocket Expense was incurred no later than seven days after the mailing of the Notice. Honda will not provide reimbursement for Out-of-Pocket Expenses for any amounts previously reimbursed by Honda, including pursuant to other litigation, warranty, or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise. To be eligible for reimbursement, Settlement Class Members must provide original Proof of Payment, or a duplicate repair receipt from an Authorized Honda Dealer stamped "Paid," or other similar language, and submit a signed Claim Form in the manner described below during the Claims Period.

4.6 For each Representative Plaintiff:

Honda will not object to Class Counsel's request for incentive awards in an amount to be approved by the Court, and not to exceed $1,500 each for the Representative Plaintiffs, on account of their time and effort expended in the Litigation. The foregoing payments shall not reduce the benefits available to the Settlement Class. Honda will make the payments within fourteen days after the

Effective Date so long as the Representative Plaintiffs provide the required written documentation. The Representative Plaintiffs shall also be entitled to the same benefits as other Settlement Class Members under this Settlement Agreement.

5. REIMBURSEMENT PAYMENTS

5.1 Within sixty days following the Effective Date or the end of the Claims Period, whichever is later, Honda will send payments pursuant to Paragraph 4.5 directly to Settlement Class Members who submit valid and timely Claim Forms. Any returned checks will be remailed if a forwarding address is provided.

5.2 To be eligible for payment, Settlement Class Members must provide the following information, as indicated on the Claim Form:

(a) Name and mailing address of the Settlement Class Member;

(b) Identification of the Settlement Class Vehicle for which a claim is being made, including the Vehicle Identification Number and approximate dates of ownership;

(c) Proof of Payment for Out-of-Pocket Expenses or a duplicate repair receipt from an Authorized Honda Dealer stamped "Paid," or other similar language; and

(d) The following attestation: "I declare under penalty of perjury that the foregoing is true and correct. Executed on (date)."

5.3 If Honda denies a claim for a reimbursement, the Settlement Class Member may request reconsideration by Honda within thirty days of the decision in accordance with Section 9.4 of the Settlement Agreement. The Settlement Class Member may also appeal any denial to the Better Business Bureau for resolution in accordance with the terms and conditions of the procedures contained in the limited original car warranty that accompanied the Settlement Class Vehicle, except that any appeal must be made within ninety days of final denial by Honda and any decision by the Better Business Bureau will be final and binding upon both parties. Honda will pay any cost charged by the Better Business Bureau for resolving the dispute. Each party shall be responsible for paying his, her, or its own attorneys' fees and other expenses in connection with any proceeding before the Better Business Bureau.

6. EFFECT ON EXISTING WARRANTIES OR CUSTOMER SATISFACTION PROGRAMS

Nothing in the Settlement Agreement will be construed as adding to, diminishing, or otherwise affecting any express or implied warranty, duty, or contractual obligation of Honda in connection with the Settlement Class Vehicles, except as it relates to the door lock actuators at issue in the Litigation. Honda may continue to implement any customer satisfaction or goodwill policy, program, or procedure in its discretion, and may extend goodwill consideration to individual Settlement Class Members on a case by case basis, without regard to their

entitlement to relief under the Settlement Agreement, except that double recovery is not available under the settlement (i.e., any goodwill or other payment will reduce or eliminate the right to recover for the same benefit previously provided). Honda may also, at its discretion, supplement the benefits provided to any Settlement Class Member under the Settlement Agreement.

7. RELEASES

7.1 Upon the Effective Date, the Representative Plaintiffs and Settlement Class Members forever release, discharge, and covenant not to sue the Released Persons regarding any of the Released Claims. With respect to all Released Claims, the Representative Plaintiffs and the Settlement Class Members expressly waive and relinquish the Released Claims to the fullest extent permitted by law. The releases set forth in the Settlement Agreement shall apply even if the Representative Plaintiffs or Settlement Class Members subsequently discover facts in addition to or different from those which they now know or believe to be true. The Parties acknowledge that the foregoing release was bargained for and is a material element of the Settlement Agreement.

8. NOTICE PLAN

8.1 Honda will be responsible for implementing the Notice Plan, including costs associated with the Notice Plan.

8.2 Honda will obtain from R. L. Polk, or a similar third-party entity, the best available current addresses of all Settlement Class Members. This data shall be run through the National Change of Address database to update addresses before the Notice is sent. If the Notice is returned undelivered and a forwarding address is provided for a Settlement Class Member, Honda will re-send the Notice to that Settlement Class Member one additional time.

8.3 Honda will mail the Notice by first-class mail, together with the Claim Form, to all Settlement Class Members for whom address information is available.

8.4 Honda will provide additional copies of the Notice and Claim Form to any Settlement Class Member who requests them.

8.5 Honda will establish and maintain a website, which will include ready access to documents relating to the settlement (including the Notice, Claim Form, and Settlement Agreement).

8.6 Within thirteen months of the mailing of the Notice, Honda will provide a reminder of the Honda Countermeasure Update to all Settlement Class Members (except those who no longer own or lease a Settlement Class Vehicle) who have not received a Countermeasure Replacement.

8.7 Honda will provide a toll-free number, which will be staffed with live operators who can answer questions and provide information about the claims process to Settlement Class Members.

8.8 Honda will notify Authorized Honda Dealers about the settlement via Honda's Message system prior to sending the Notice to Settlement Class Members.

8.9 Honda will provide available information to Class Counsel on a monthly basis about the number of claims submitted, the number of claims allowed, the number of claims rejected (including the basis for rejection), and the amount of each claim so that Class Counsel may monitor the claims process. Upon request, Honda will also provide Class Counsel with electronic copies of any post- cure rejected claims within 30 days of Honda's final decision.

8.10 At least fourteen days prior to the Final Approval Hearing, Honda shall provide information to the Court, with a copy to Class Counsel, affirming that the Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court.

9. CLAIMS ADMINISTRATION AND PROCEDURE

9.1 Settlement Class Members who believe they are eligible for reimbursement must send Honda the signed Claim Form and original Proof of Payment, or a duplicate repair receipt from an Authorized Honda Dealer stamped as "Paid," or other similar language. Upon receiving a Claim Form, Honda will review the documentation and confirm or deny the Settlement Class Member's eligibility for payment within the deadlines set forth in the Settlement Agreement.

9.2 All Claim Forms must be postmarked within the Claims Period. Any Settlement Class Member who fails to submit a Claim Form postmarked by that deadline shall not be entitled to receive any payment pursuant to the Settlement Agreement, but shall in all respects be bound by the terms of the Settlement Agreement, including the release.

9.3 Claim Forms that do not meet the requirements of the Settlement Agreement shall be rejected. Grounds for rejection include, but are not limited to, failure to provide original Proof of Payment, or a duplicate repair receipt from an Authorized Honda Dealer stamped as "Paid," or other similar language, or any other required information. Within thirty days after expiration of the Claims Period, Honda shall notify in writing any claimant whose Claim Form has been rejected, in whole or in part, setting forth the reasons for the rejection, as well as providing notice of the claimant's right to contest the rejection or attempt to cure the defect within thirty days.

9.4 If any claimant whose Claim Form has been rejected, in whole or in part, contests that decision, the claimant must mail Honda an explanation of why the claim should have been allowed, along with any supporting documentation, and requesting further review by Honda. Any challenge to the rejection of a Claim Form must be postmarked within thirty days after the date of mailing of the notice of the rejection. Any claims submitted after this deadline shall be denied as untimely.

Honda's decision shall be final unless the Settlement Class Member submits the denied claim to the Better Business Bureau for resolution as described in paragraph 5.3.

9.5 No reimbursement shall be provided to Settlement Class Members pursuant to the Settlement Agreement until after the Effective Date.

9.6 If this settlement is not approved, or for any reason the Effective Date does not occur, no monetary reimbursement of any kind shall be made pursuant to the Settlement Agreement.

10. OBJECTIONS AND REQUESTS FOR EXCLUSION

10.1 The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the settlement to file any objection via the Court's electronic case filing system or to send the objection to the Court and mail a copy to both Honda's Counsel and Class Counsel via first-class mail. Objections must be filed electronically or postmarked not later than a date to be set by the Court, which shall be approximately forty-five days after the mailing of the Notice. Any objecting Settlement Class Member must: (a) set forth his, her, or its full name, current address, and telephone number; (b) identify the date of acquisition and Vehicle Identification Number for his, her, or its Settlement Class Vehicle; (c) state that the objector has reviewed the Settlement Class definition and understands that he, she, or it is a Settlement Class Member; (d)

explain the legal and factual bases for any objection; (e) state whether the Settlement Class Member has had any Door Lock Actuator Repairs and, if so, provide evidence of those repairs; and (f) provide any documents the objector wants the Court to consider. In addition, any Settlement Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements in any court in the United States in the previous five years. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, or it shall so state in the objection. Objections must be filed with the Court, and if not filed via the Court's electronic case filing system, must be served by first-class mail upon:

Honda's Counsel at:

Eric S. Mattson
Michael C. Andolina
Sidley Austin LLP
One South Dearborn Street
Chicago, Illinois 60603

And upon Class Counsel at:

Joseph G. Sauder
Matthew D. Schelkopf
Chimicles & Tikellis LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

10.2 Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the final approval hearing (referenced in Paragraph 11) to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel Fees and Expenses or incentive awards. The objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the hearing by the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present in connection with the hearing. Any Settlement Class Member who does not provide a timely notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, or who has not filed a timely objection, may be deemed to have waived any objections to the settlement.

10.3 Upon the filing of an objection, Class Counsel and Honda's Counsel may take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery may result in the Court striking the objection. The Court may tax the costs of any such discovery to

the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

10.4 Settlement Class Members may exclude themselves from the settlement, relinquishing their rights to any benefits under the Settlement Agreement, except as provided in paragraph 4.2 above. Settlement Class Members who exclude themselves will not release their claims. A Settlement Class Member wishing to exclude himself, herself, or itself must send Honda a letter postmarked by a date to be set by the Court, which shall be approximately forty-five days after the date of the mailing of Notice to Settlement Class Members, including: (a) his, her, or its name, current address, and telephone number; (b) the approximate date of acquisition and Vehicle Identification Number for his, her, or its Settlement Class Vehicle; and (c) a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before the deadline in the Notice. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement.

10.5 Any Settlement Class Member who submits a request for exclusion with a timely postmark may not object to the settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class

Member files a Claim Form and also requests exclusion (opts out) from the settlement, then the Settlement Class Member will remain in the Settlement Class and release any Released Claims, and the request for exclusion will be void. If a Settlement Class Member opts out and files a separate lawsuit based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be deemed to have opted out of the Settlement Class regardless of the outcome of the separate lawsuit.

10.6 Not later than fourteen days after the deadline for requests for exclusion, Honda shall provide Class Counsel with a complete exclusion list together with copies of the exclusion requests.

11. FINAL APPROVAL HEARING

Promptly after execution of the Settlement Agreement, Class Counsel will submit the Settlement Agreement to the Court and will ask the Court to issue an order certifying the Settlement Class for settlement purposes only and preliminarily approving the proposed settlement. The final approval hearing shall be scheduled late enough to allow time for filing requests for exclusion and objections (and responses to any objections), as well as the time mandated by the Class Action Fairness Act, and shall be conducted to consider final approval of the settlement, including the amount payable for Class Counsel Fees and Expenses.

12. CLAIMS ADMINISTRATION, CLASS COUNSEL FEES AND EXPENSES

12.1 Honda shall administer the settlement internally and will pay all expenses incurred in administering the settlement, including the cost of the Notice and the cost of distributing and administering the benefits of the Settlement Agreement, subject to approval of the Court.

12.2 Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, not to exceed the total sum of $1,400,000. Honda will not oppose Class Counsel's application as long as it does not seek more than the total sum of $1,400,000. Honda will pay the amount awarded by the Court for Class Counsel Fees and Expenses not to exceed $1,400,000.

12.3 Within fourteen days after the Effective Date, and provided that all Class Counsel have provided Honda with W-9s, Honda shall pay, by wire transfer to the trust account of Chimicles & Tikellis LLP ("Class Counsel Payee"), the Class Counsel Fees and Expenses and the incentive awards.

12.4 Upon the wire transfer described in Paragraph 12.3, the Class Counsel Payee shall distribute Class Counsel Fees and Expenses between and among Class Counsel as Class Counsel mutually agree among themselves. Payment of the wire transfer shall constitute full satisfaction of Honda's obligation to pay any amounts to all persons, attorneys, or law firms for attorneys' fees, expenses, or costs in the Litigation incurred by any attorney or other person on behalf of Representative Plaintiffs or any Settlement Class Member. Upon payment of Class Counsel Fees and

Expenses to the Class Counsel Payee, Class Counsel release all Released Persons from all claims resulting from the Litigation or the distribution of Class Counsel Fees and Expenses.

12.5 Counsel Fees and Expenses shall be in addition to the benefits provided directly to the Settlement Class, and shall have no effect on the benefits made available to the Settlement Class.

13. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

If the Court does not approve the Settlement Agreement or the settlement is terminated or fails to become effective in accordance with the terms of the Settlement Agreement, the Parties and the Settlement Class Members will be restored to their positions in the Litigation as of the date of the Settlement Agreement. If that happens, the Settlement Agreement will have no further effect and may not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered in accordance with the terms of the Settlement Agreement will be treated as vacated. No order of the Court or any appellate court concerning Class Counsel Fees and Expenses will constitute grounds for termination of the Settlement Agreement, as long as the award to be paid is no greater than $1,400,000. In addition, Honda may withdraw from the Settlement Agreement, and render the settlement void, if the total number of exclusions exceeds five percent of the Settlement Class.

14. BEST EFFORTS

The Parties and their counsel agree to cooperate with one another and to use their best efforts to effectuate the settlement, including by promptly agreeing upon and executing all documentation reasonably required to obtain final approval of the settlement and to carry out the terms of the Settlement Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Honda's administration of the Settlement Agreement shall take place under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the terms of the Settlement Agreement. In connection with preliminary approval of the settlement, the Parties will ask the Court to enjoin Settlement Class Members from commencing or prosecuting any action against the Released Persons for any of the Released Claims in aid of the Court's jurisdiction to implement the settlement. In connection with final approval of the settlement, the Court shall permanently enjoin all Settlement Class Members from instituting any action against the Released Persons for any of the Released Claims.

15.2 Honda shall comply with the requirement of 28 U.S.C. § 1715(b) that each defendant participating in a proposed class action settlement provide notice of the proposed settlement to the U.S. Attorney General and the appropriate state official of each state in which a Settlement Class Member resides.

15.3 The Parties intend the settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises all contested claims as well as any claims that could have been asserted in the Litigation and will not be deemed an admission by Honda as to the merits of any claim.

15.4 Neither the Settlement Agreement nor the settlement, nor any act performed or document executed in furtherance of the Settlement Agreement or the settlement, is an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any of the Released Persons; or is an admission of, or evidence of, any fault or omission of any Released Person in any proceeding. Any Released Person may file the Settlement Agreement or the Final Judgment in any action to support any defense or counterclaim, including those based on res judicata, collateral estoppel, release, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion. Nothing in the Settlement Agreement releases any Settlement Class Member from any money owed to any Honda entity for any reason.

15.5 All agreements made and orders entered during the Litigation relating to the confidentiality of information will survive the Settlement Agreement and the entry of the Final Judgment.

15.6 The exhibits to the Settlement Agreement are material and integral parts of the agreement and are incorporated by reference.

15.7 The Settlement Agreement may be amended or modified only in a writing signed by or on behalf of all Parties or their respective successors in interest.

15.8 The Settlement Agreement constitutes the entire agreement among the Parties, and no other representations, warranties or inducements have been made to any party concerning the Settlement Agreement.

15.9 Each individual executing the Settlement Agreement on behalf of any Party represents and warrants that he or she has the full authority to do so.

15.10 The Settlement Agreement may be executed in one or more counterparts.

15.11 The Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

15.12 Except as otherwise provided in the Settlement Agreement, the Parties will bear their own attorneys' fees and costs. Honda shall in no way be liable for any taxes Class Counsel, the Representative Plaintiffs, Settlement Class Members, or others may be required to pay as a result of the receipt of settlement benefits.

15.13 None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the

Settlement Agreement will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter.

15.14 The Settlement Agreement will be construed and enforced in accordance with the substantive laws of New Jersey, without giving effect to that state's choice-of-law principles. However, the Parties acknowledge that federal law (including Federal Rule of Civil Procedure 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues.

15.15 Honda reserves the right to augment the settlement at its discretion to provide additional benefits to Settlement Class Members. Any such augmentation shall not be grounds for Class Counsel or any other person to seek more than the $1,400,000 in attorneys' fees and expenses described in paragraph 12.2 of the Settlement Agreement.

15.16 Plaintiffs may take reasonable confirmatory discovery to the extent that additional information is reasonably required to support the terms of the Settlement Agreement. Any such discovery shall be subject to limitations negotiated by Class Counsel and Honda's Counsel and shall not include any depositions.

15.17 The Parties will not make any public statement about the settlement, including any representations by their counsel on their websites or otherwise, other than Class Counsel being permitted to place neutral notices (subject to Honda's

review and approval, which approval shall not be unreasonably withheld) on their websites that a settlement has been reached with a hyperlink to the settlement website. The Parties will only make jointly approved public statements regarding the settlement.

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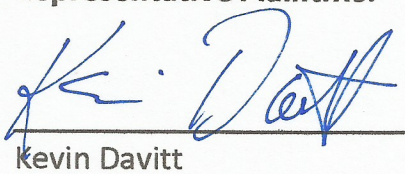

Kevin Davitt

Scott Carter

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Representative Plaintiffs:

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Representative Plaintiffs:

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