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U.S. DISTRICT COURT
N.D. OF ALABAMA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION

TUCKER OLIVER, *et al.*, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	Case No.: 5:20-cv-00666-MHH
v.	)	Judge Madeline H. Haikala
AMERICAN HONDA MOTOR CO., INC., and DENSO INTERNATIONAL AMERICA, INC.,	)	
Defendants.	)	

SETTLEMENT AGREEMENT

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WHEREAS, Plaintiffs' Third Consolidated Amended Class Action Complaint in the above-referenced Action (all terms defined below) alleges that certain Denso fuel pumps in certain Honda vehicles are defective;

WHEREAS, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action, have retained an independent automotive engineering consultant to analyze the alleged defect and potential solutions, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of the Action and the substantial benefits to be received pursuant to this Settlement Agreement, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members, and treats Class Members fairly and equitably in relation to one another;

WHEREAS, Honda and Denso, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action, and for the purpose of putting to rest all controversies with Class Representatives, the other Class members, the Action, and claims that were or could have been alleged, except as otherwise set forth herein, and without any admission of liability or wrongdoing, desire to enter into this Settlement Agreement;

WHEREAS, as a result of extensive arm's length negotiations, and after four days of mediation with Hon. Gerald E. Rosen (Ret.) of JAMS, Inc., Class Representatives, Class Counsel, Honda, and Denso have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have

consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Honda, Denso, or any of the Released Parties, or of the truth or validity of any of the claims that Class Representatives have asserted;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Honda or Denso of any liability or wrongdoing or lack of merit in their defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, Honda, and Denso agree as follows:

I. PROCEDURAL HISTORY

A. On May 11, 2020, Plaintiff Tucker Oliver filed a class action complaint in the United States District Court for the Northern District of Alabama, captioned *Tucker Oliver v. Honda Motor Company Limited, et al.*, Case No. 5:20-cv-00666-MHH (N.D.AL.), asserting claims related to Honda's May 28, 2020 recall report (the "Recall Report") to NHTSA voluntarily recalling nearly 136,057 Honda and Acura vehicles manufactured between April 27, 2018 and September 17, 2019 with low-pressure Denso fuel pumps (together with the amendments referenced below, the "Recall").

B. Plaintiff asserted claims on behalf of a statewide class for: (1) violations of Alabama Deceptive Trade Practices Act, Ala. Stat. Ann §§ 8-19-1, *et seq*.; (2) strict product liability; (3) breach of express warranty; (4) breach of implied warranty of merchantability; (5)

negligent recall; (6) fraudulent omission; (7) unjust enrichment; and, on behalf of a nationwide class, (8) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq*. Plaintiff also alleged that the Recall was deficient because additional Honda vehicles shared the same Fuel Pump that gave rise to the Recall.

C. On April 27, 2020, Denso recalled 2,020,000 of its Fuel Pumps, including those installed in certain Honda and Acura vehicles, acknowledging some of its low-pressure fuel pumps contain a defective impeller that poses a risk to consumer safety ("Denso's April 27, 2020 Recall Report").

D. Denso amended its recall by filing subsequent Part 573 Safety Recall Reports with NHTSA on June 11, 2020, and November 17, 2020.

E. Honda amended its Recall Report by filing subsequent Part 573 Safety Recall Reports with NHTSA on June 23, 2020, June 24, 2020, and July 13, 2020.

F. On June 10 and September 21, 2020, two putative class actions were filed in other federal courts making allegations substantially similar to those in *Oliver.* These other cases were: *Cummings v. Honda Motor Co. Ltd., et al*., Case No. 2:20-cv-13000-BRM-JAD (D.N.J.) (filed on September 21, 2020); and *Nathaniel Booker et al. v. American Honda Motor Co., Inc.*, No. 2:20-cv-05166-SVW (C.D. Cal.) (filed on June 10, 2020).

G. On October 20, 2020, the *Booker* case was stayed pending resolution of this Action. On December 23, 2020, *Cummings* was transferred to this District and captioned *Cummings v. Honda Motor Co. Ltd*., Case No. 5:20-cv-02065 (N.D. Ala.). On Plaintiffs' motion, the Court consolidated the *Oliver* and *Cummings* actions on February 17, 2021.

H. On March 1, 2021, Plaintiffs filed their Consolidated Complaint asserting class claims on behalf of individuals who purchased or leased certain Honda vehicles for: (1) violations

of numerous state law consumer protection statutes; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; and, on behalf of a nationwide class, (5) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq*. Plaintiffs also alleged that the Recall was deficient because additional Honda and Acura vehicles allegedly shared the same fuel pumps that gave rise to the Recall.

I. On March 25, 2021, Honda issued an additional recall ("Honda's 2021 Recall"). As amended on April 16, 2021, Honda's 2021 Recall covers approximately 624,000 additional Honda and Acura vehicles with low-pressure Denso fuel pumps.

J. On May 3, 2021, Plaintiffs filed their Consolidated Amended Complaint ("CAC") asserting multi-state and state class claims on behalf individuals who purchased or leased certain Honda vehicles for: (1) violations of numerous state law consumer protection statutes; (2) breach of express warranty; (3) breach of implied warranty; (4) negligent recall/undertaking; (5) strict products liability; and, on behalf of a nationwide class, (6) a claim for violations of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq*. Plaintiffs also alleged that the Recall was deficient because additional Honda vehicles allegedly shared the same fuel pump that gave rise to the Recall.

K. On August 13, 2021, Denso Corporation and Honda Motor Co., Ltd. were dismissed from the Action without prejudice.

L. On June 15, 2021, Honda and Denso filed separate motions to dismiss the CAC, which were briefed and submitted on September 27, 2021.

M. On March 15, 2023, the Court granted in part and denied in part Honda's and Denso's motions to dismiss.

N. On May 1, 2023, Plaintiffs filed their Second Consolidated Amended Complaint ("SCAC"), further refining their allegations. The SCAC was brought by 12 named Plaintiffs on

behalf of a nationwide class for fraudulent concealment/omission, breach of express and implied warranty, and violation Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., and multi-state and/or state classes for strict product liability, violations of consumer protection statutes, breaches of express and implied warranty, negligent recall and fraudulent omission.

O. On June 16, 2023, Plaintiffs filed their Third Consolidated Amended Complaint ("TCAC"), repleading certain claims that were dismissed without prejudice and removing claims that were dismissed by the Court, which Plaintiffs had included in the SCAC to preserve the claims for appeal. The TCAC asserted multi-state and/or state claims for violations of state consumer protection statutes, breach of implied warranty, fraudulent omission, strict products liability, and negligent recall.

P. On December 18, 2023, Honda issued an additional recall ("Honda's 2023 Recall") covering 2,490,460 additional Honda and Acura vehicles with low-pressure Denso fuel pumps.

Q. On March 14, 2025, the Parties participated in a full-day in-person mediation before Hon. Gerald A. Rosen (Ret.) of JAMS, Inc. On April 21, 2025, the Parties participated in a full-day in-person mediation before Judge Rosen and executed a conditional Merits Term Sheet. On August 27, 2025, the Parties engaged in another full-day mediation session before Judge Rosen to address all open terms of the Settlement.

R. Between November 3, 2025, and January 3, 2026, the Parties continued to negotiate open terms and after reaching agreement on the material terms of the substantive relief under the Settlement, on January 13, 2026, the Parties engaged in a Zoom mediation session with Judge Rosen on the issue of Attorneys' Fees, Costs, and Expenses, which did not result in an agreement.

S. On January 15, 2026, the Parties filed a Joint Status Report asking the Court for an extension to March 16, 2026, for the Parties to file a definitive Settlement Agreement and motion for preliminary approval, which the Court granted by order dated January 28, 2026.

II. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means *Tucker Oliver v. Honda Motor Company Limited, et al.*, Case No. 5:20-cv-00666-MHH (N.D.AL.), and all cases consolidated therein.

2. "Additional Vehicles" means certain Honda and Acura vehicles equipped with low-pressure Denso fuel pumps that were not covered by Honda's Recalls, as identified in Exhibit 1.

3. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, as well as any and all subsequent amendments and any exhibits to such amendments.

4. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate any and all attorneys representing plaintiffs for their fees and expenses in connection with the Action and the Settlement Agreement, as described in Section VIII of this Settlement Agreement.

5. "Claim" means the claim of a Class Member or his or her or its representative for reimbursement as part of the Out-of-Pocket Claims Process submitted on a Claim Form as provided in this Settlement Agreement.

6. "Claimant" means a Class Member who has submitted a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process.

7. "Claim Form" means the document in substantially the same form as Exhibit 7 attached to this Settlement Agreement by which a Claim shall be submitted for reimbursement as part of the Out-of-Pocket Claims Process.

8. "Claim Submission Period" means the time frame in which Class Members may submit a Claim Form for reimbursement as part of the Out-of-Pocket Claims Process to the Settlement Administrator, which shall run up to and including ninety (90) days after the Court's issuance of the Final Order and Judgment.

9. "Claims Process" means the process for submitting and reviewing Claims described in Section III.D., below, of this Settlement Agreement.

10. "Class" or "Class Member(s)" means, for settlement purposes only, all individuals or legal entities who, at any time as of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia, or Puerto Rico. Excluded from the Class are: (a) Honda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; and Honda Dealers and Honda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates 'officers, directors and employees; its distributors and distributors ' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude

themselves from the Class, as provided in this Settlement Agreement, and once the exclusion request is finally approved by the Court.

11. "Class Action Complaint" means the Third Consolidated Amended Class Action Complaint, ECF Doc. 108, filed in this Court on June 16, 2023.

12. "Class Counsel" means W. Daniel "Dee" Miles, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Christopher A. Seeger of Seeger Weiss LLP, and Adam J. Levitt of DiCello Levit LLP.

13. "Class Notice" means the notice program and methods described in Section IV, below and in the Notice Plan attached hereto as Exhibit 4.

14. "Class Representatives" means Plaintiffs Lashonda Walters Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler.

15. "Court" means the United States District Court for the Northern District of Alabama.

16. "Covered Vehicles" means the Additional Vehicles and Recalled Vehicles.

17. "Defendants" means Honda and Denso. Singular "Defendant" means Honda or Denso.

18. "Denso's Counsel" means Butzel Long, P.C. and Maynard Cooper & Gale, P.C.

19. "Denso" or "DIAM" means Denso International America, Inc.

20. "Direct Email Notice" means the notice substantially in the form as attached hereto as Exhibit 6A that shall be sent via email to current and former owners and

lessees of Covered Vehicles as provided in Section IV.B., below, of this Settlement Agreement.

21. "Direct Mail Notice" means the notice substantially in the form as attached hereto as Exhibit 6B that shall be sent to current and former owners and lessees of Covered Vehicles as provided in Section IV.C., below, of this Settlement Agreement.

22. "Final Approval Hearing" means the hearing for the purpose of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, and to award Attorneys' Fees, Costs, Expenses, and Class Representative service awards.

23. "Final Effective Date" means the latest date on which the Final Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

(a) if no appeal has been taken from the Final Order and Judgment, "Final Effective Date" means three (3) business days after the date on which the time to appeal therefrom has expired; or

(b) if any appeal has been taken from the Final Order and Judgment, "Final Effective Date" means three (3) business days after the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Order and Judgment; or

(c) subject to Court approval, if Class Counsel, Honda, and Denso agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the "Final Effective Date" can occur on any other agreed date.

(d) For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

24. "Final Order and Judgment" means the Court's order and judgment approving the Settlement Agreement and, if the Court so orders, awarding Attorneys' Fees, Costs and Expenses and Class Representative service awards, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 8.

25. "Fuel Pumps" means the low-pressure Denso fuel pumps that were installed as original equipment in the Covered Vehicles and are alleged in the Action to be defective.

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

27. "Honda Dealers" means authorized Honda retailers.

28. "Honda's Counsel" means DTO Law LLP and Bradley Arant Boult Cummings LLP.

29. "In-Service Date" means the date on which a Covered Vehicle was originally sold or leased by a Honda or Acura dealer.

30. "Loaner/Towing Program" means the program described in Section III.A.3, below.

31. "Loaner Vehicle" means a vehicle of any potential make, model, or year, provided pursuant to the Limited Warranty.

32. "Long Form Notice" means the Long Form Notice substantially in the form attached hereto as Exhibit 5 that shall be available to Class Members as provided in Section IV.E, below, of this Settlement Agreement.

33. "Notice Administrator" means Epiq Class Action and Claims Solutions, Inc., a third-party class action administrator agreed to by the Parties and submitted to the Court for appointment to disseminate the Class Notice and handle other tasks as specified herein.

34. "Opt-Out Deadline" means the date specified by the Court in the Preliminary Approval Order for Class Members to submit a request, in accordance with Section V of this Settlement Agreement, specifying that they want to be excluded from the Settlement.

35. "Parties" means Class Representatives, Honda, and Denso, collectively, as each of those terms is defined in this Settlement Agreement.

36. "Plaintiffs' Counsel" means counsel for plaintiffs in the Action, W. Daniel "Dee" Miles III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Christopher A. Seeger of Seeger Weiss LLP, Adam J. Levitt of DiCello Levitt Gutzler LLC, James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C., and Timothy G. Blood of Blood Hurst & O'Reardon LLP, counsel for plaintiffs in the Related Action.

37. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the settlement as outlined in Section IX, below, and to be

substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 3.

38. "Recall(s)" means Honda's Recall 20V-314 submitted to NHTSA on or about May 28, 2020, Recall 21V-215 submitted to NHTSA on or about March 25, 2021, and Recall 23V-858 submitted to NHTSA on or about December 1, 2023, including any expansions related thereto prior to Preliminary Approval.

39. "Recalled Vehicles" means Honda and Acura vehicles that were identified as part of the Recalls as defined in Section II.A.38, listed in Exhibit 2.

40. "Release" means the release and waiver set forth in Section VII, below, of this Settlement Agreement and in the Final Judgment and Final Order.

41. "Released Parties" or "Released Party" means any Honda entity, including, but not limited to, American Honda Motor Co., Inc. and Honda Motor Co., Ltd., and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, administrators, and advisors; and any Denso entity, including, but not limited to, Denso International America, Inc., Denso Corporation, Associated Fuel Pump Systems Company (AFCO), Denso Manufacturing Athens Tennessee, Inc., Kyosan Denso Manufacturing Kentucky, LLC, and each of their past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries,

related companies, affiliates, officers, directors, employees, associates, dealers, representatives, suppliers, vendors, advertisers, service providers, distributors and sub-distributors, agents, attorneys, 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.

42. "Salvaged Vehicle" means a vehicle for which the title, at any point, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity.

43. "Settlement Administrator" means Honda, agreed to by the Parties and submitted to the Court for appointment to administer the Settlement and to perform the tasks set forth in Sections III.D-E, IV.D.

44. "Settlement Special Master" means Patrick Hron of Benchmark Settlement Administration and Mediation Service, agreed to by the Parties and submitted to the Court for appointment to serve as Settlement Special Master and to perform the tasks set forth in in Section III.C.

45. "Supporting Documentation" means all of the following: (a) a repair invoice or record for out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles, and/or associated towing or rental car expense, which identifies the name of the Settlement Class Member, the Covered Vehicle, the Honda Dealer or other facility that performed the qualifying repair and/or associated towing or rental car expense, and the date of and amount charged for the qualifying repair and/or associated towing or rental car expense; and (b) to the extent not included in the record in subsection (a) above, record(s), receipt(s) and/or invoice(s) demonstrating that the Settlement Class Member paid for the qualifying repair and/or associated towing or rental car expense.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms "he or she" and "his or her" include "them," "they," "their," "it," or "its," where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Order and Judgment, as further specified herein, Defendants shall provide the relief specified in this Section III. The costs and expenses associated with providing the relief and otherwise implementing the relief specified in this Section III of this Settlement Agreement shall be provided by Defendants.

A. Limited Warranty

1. Honda shall provide warranty coverage for all low-pressure Denso fuel pumps in the Covered Vehicles, including those installed as part of the Recall ("Limited Warranty"). The Limited Warranty will last for fifteen (15) years, measured from the In-Service Date of the Covered Vehicle, or up to 150,000 total miles, whichever comes first. For any Covered Vehicle that already exceeds fifteen (15) years or 150,000 total miles as of the Final Effective Date, the Limited Warranty will last for ninety (90) days from the Final Effective Date; provided, however, that fuel pumps installed during this ninety (90) day period shall continue to be covered under Honda's one (1) year genuine replacement parts warranty. A Class Member's rights under the Limited Warranty are transferred with the Covered Vehicle. Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for the Limited Warranty.

2. The implementation of the Limited Warranty will begin no later than 30 days after the Final Effective Date.

3. Without cost to and upon request from Class Members who own or lease Covered Vehicles whose low-pressure Denso fuel pumps are being repaired or replaced pursuant to the Limited Warranty, Class Members who own or lease such Covered Vehicles shall be entitled to receive:

(a) A complimentary Loaner Vehicle by Honda Dealers upon reasonable notice. In appropriate circumstances, where the Class Member has a reasonable need for a Loaner Vehicle similar to their Covered Vehicle, Honda, through its dealers, shall use good faith efforts to satisfy the request. Where the Class Member has a reasonable need, the Class Member may return the Loaner Vehicle up to 24 hours after the time they drop off their Covered Vehicle at the Honda Dealer, or 24 hours after they are informed by the Honda Dealer that the repair on their Covered Vehicle has been completed, whichever is later; and

(b) If the Covered Vehicle is inoperable or is exhibiting a dangerous condition related to the low-pressure fuel pump covered by the Limited Warranty, a complimentary tow to a Honda Dealer upon reasonable notice. The Class Member may contact a Honda Dealer to arrange for towing to the nearest Honda Dealer.

B. <u>Reconsideration Procedure for Denial of Coverage</u>

If a Class Member and/or subsequent purchaser/lessee of a Covered Vehicle is denied coverage for repairs (including parts and labor) or replacement of the low-pressure Denso fuel pumps under the Limited Warranty, pursuant to Section III.A.1 of this Settlement Agreement, the Class Member and/or subsequent purchaser/lessee is not prohibited from taking the Covered Vehicle to another Honda Dealer. If the other Honda Dealer determines that the Covered Vehicle

qualifies for repair under the Limited Warranty, the Class Member shall be provided those benefits as provided in this Settlement Agreement.

C. Settlement Special Master

1. The Settlement Special Master may, among other things, assist the Parties with Settlement-related issues, including Settlement implementation, the resolution of any disagreement among the Parties concerning the Settlement Administrator's disposition of any Claim, and the resolution of issues regarding any denial of Settlement benefits raised by members of the proposed Class on which the Parties are unable to agree after a good-faith attempt.

2. The fees and expenses of the Settlement Special Master shall be paid by Defendants.

D. Out-of-Pocket Claims Process

1. During the Claim Submission Period, Class Members may submit Claims for previously paid out-of-pocket expenses incurred to repair or replace a Fuel Pump of Covered Vehicles that were not otherwise reimbursed and that were incurred before the Final Effective Date.

2. Class Members who provide Supporting Documentation and who received repairs to or replacement of a Fuel Pump of a Covered Vehicle may be reimbursed for reasonable out-of-pocket expenses for: (a) rental vehicles; (b) towing; and (c) unreimbursed repairs or part replacements, including parts and labor and diagnostic fees related to or resulting from the Fuel Pump. Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit.

3. As part of the Claims Process, Class Members shall be eligible for the relief in this Section, if Class Members: (a) complete and timely submit Claim Forms, with Supporting

Documentation, to the Settlement Administrator within the Claim Submission Period; (b) have Claims that are eligible for reimbursement; and (c) do not opt out of the Settlement. The Claim Form shall be available on the Settlement Website and can be submitted in either hard-copy or electronically on the Settlement Website through a dedicated submission portal. In no event shall a Class Member be entitled to submit more than one Claim Form per Covered Vehicle. Claims must be submitted with Supporting Documentation.

4. The Settlement Administrator shall receive the Claims, whether submitted electronically via the Settlement Website or in paper copy, and shall administer the review and processing of Claims. The Settlement Administrator shall have the authority to determine whether Claim Forms submitted by Class Members are complete and timely.

5. If a Claim is deficient, the Settlement Administrator shall mail a notice of deficiency letter to the Class Member, and email notice to the Class Member if an email address was provided, requesting that the Class Member complete and/or correct the deficiencies and resubmit the Claim Form within sixty (60) days of the date of the letter and/or e-mail from the Settlement Administrator. If the Class Member fails to provide the requested documentation or information, the deficient Claim (or deficient portion thereof) shall be denied without further processing. If the Class Member completes and/or corrects the deficiencies and resubmits the Claim Form within sixty (60) days, the Settlement Administrator shall use reasonable efforts to complete their review of resubmitted Claim Forms within sixty (60) days. If accepted for payment, the Settlement Administrator shall pay the Claims in the next distribution of checks for allowed Claims.

6. The Settlement Administrator's review period for submitted Claims shall not be required to commence any earlier than sixty (60) days after the occurrence of the Final Effective

Date. The Settlement Administrator shall use reasonable efforts to complete their review of timely and completed Claim Forms within sixty (60) days.

7. If accepted for payment, the Settlement Administrator shall pay the Claim of the Class Member and shall use reasonable efforts to pay timely, valid, and approved Claims within sixty (60) days after the approval of the Claim, but in no event earlier than 45 days after the Final Effective Date.

8. For any checks that are uncashed by Class Members after 90 days, the Settlement Administrator shall seek to contact the Class Members with the uncashed checks and have them promptly cash the checks, including, but not limited to, by reissuing checks. The Settlement Administrator will void any checks, including re-issued checks, which are uncashed by Class Members after 120 days from the date the check is issued.

9. If the Settlement Administrator determines that a Class Member's Claim should be rejected for payment, in whole or in part, pursuant to Section III.C, the Settlement Administrator shall notify Class Counsel, Honda's Counsel, and Denso's Counsel of said rejection and the reason(s) why, together with the Class Member's Claim Form and all Supporting Documentation, within sixty (60) days of the determination. Within fifteen (15) days thereof, Class Counsel, Honda's Counsel, and Denso's Counsel will meet and confer, to address the Settlement Administrator's determination.

(a) If Class Counsel, Honda's Counsel, and Denso's Counsel jointly recommend payment of the rejected Claims or payment of a reduced claim amount, then Honda's Counsel and/or Denso's Counsel shall inform the Settlement Administrator of the joint recommendation. The Settlement

Administrator shall pay the approved Claim, or any approved portion thereof, in the next distribution of checks for allowed Claims.

(b) If Class Counsel, Honda's Counsel, and/or Denso's Counsel cannot agree regarding the Settlement Administrator's initial determination, they shall so notify the Settlement Administrator and Settlement Special Master, with explanation, and the Settlement Special Master shall make a final determination as to whether the Claim shall be paid. If the Settlement Special Master determines a Claim should be rejected in full or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall mail a notice of rejection letter to the Class Member and email notice to the Class Member if an email address was provided. If the Settlement Special Master determines a Claim should be allowed, in full or in part, the Settlement Special Master shall so inform the Settlement Administrator who shall then make reasonable efforts to pay the Claim in the next distribution of checks.

(c) Any Class Member whose Claim is rejected in full shall not receive any payment for the Claim submitted and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Final Judgment entered in the Action. Similarly, any Class Member whose Claim is approved in part and rejected in part shall not receive any payment for that portion of the Claim that is rejected, and shall, in all other respects, be bound by the terms of the Settlement Agreement and by the Final Order and Final Judgment entered in the Action.

10. The Settlement Administrator shall provide status reports to Class Counsel, Honda's Counsel and Denso's Counsel every three (3) months until the distribution of the last reimbursement check, including copies of all rejection notices.

11. No person shall have any claim against Honda, Denso, the Settlement Administrator, the Settlement Special Master, Class Representatives, the Class, Plaintiffs' Counsel, Class Counsel, Honda's Counsel, or Denso's Counsel based on any eligibility determinations.

E. Duties of the Settlement Administrator for the Out-of-Pocket Claims Process

1. The Settlement Administrator shall carry out the terms and conditions of the Out-of-Pocket Claims Process as set forth in this Agreement. The Settlement Administrator shall be responsible for, without limitation: (a) timely and efficiently reviewing Out-of-Pocket Claims; (b) determining whether additional information is needed to process Out-of-Pocket Claims and informing claimants of said requests; (c) determining if Out-of-Pocket Claims are timely, valid and entitled to relief; (d) providing such other information that is reasonably requested by the Parties and/or Settlement Special Master, including copies of Class Members' Claims and Supporting Documentation; (e) coordinating with the Parties and/or Settlement Special Master to address and resolve issues regarding its recommended notices of deficiency and denials of Out-of-Pocket Claims; and (f) coordinating with the Parties and the Settlement Special Master to address and resolve issues regarding any disputes by Class Members relating to the denial of any benefits under this Settlement.

2. If the Settlement Administrator makes a material or fraudulent misrepresentation to any Party, conceals requested material information, or fails to perform adequately on behalf of Honda, Denso or the Class, the Parties may agree to remove the Settlement Administrator. Disputes regarding the retention or dismissal of the Settlement Administrator shall be referred to the Court for resolution.

3. The Settlement Administrator shall maintain staffing sufficient to perform all duties delegated to the Settlement Administrator in this Settlement Agreement. Honda's Counsel will liaise on behalf of the Settlement Administrator with Class Counsel and Denso's Counsel.

F. Settlement Oversight

1. In the event there remains a dispute by a Class Member relating to reimbursement of Out-of-Pocket Claims under Section III.D or entitlement to any benefit under the Limited Warranty under Section III.A that is not resolved after exhausting all other means of resolution available under this Settlement, the Settlement Administrator shall provide a written notice of same, together with all necessary documentation, to Class Counsel, Honda's Counsel and Denso's Counsel within twenty (20) days of the final act constituting the denial of the benefit. Class Counsel, Honda's Counsel, and Denso's Counsel shall confer and, if they are unable to agree, shall separately relay their positions concerning the dispute to the Settlement Special Master within thirty (30) days. The Settlement Special Master shall make a final determination concerning the dispute and provide written notice of same, with directions for implementation, to the Parties, and the Settlement Administrator, within thirty (30) days. Honda's Counsel, Denso's Counsel, and/or the Settlement Administrator shall make reasonable efforts to implement the Settlement Special Master's determination within thirty (30) days.

2. During the twelve (12) months after the Final Effective Date, Honda's Counsel shall provide quarterly reports to Class Counsel concerning repairs of Fuel Pumps pursuant to the Limited Warranty.

IV. NOTICE TO THE CLASS

A. Class Notice

Class Notice will be accomplished through a combination of Email Notice, Direct Mail Notice, Internet Notice, and notice through the Settlement Website. The Notice Program shall be

carried out in substantially the manner provided in this Settlement Agreement and in the Notice Plan (attached hereto as Exhibit 4). The costs of the Notice Program, including disseminating the notice and otherwise implementing the notice specified in this Section IV of this Settlement Agreement, shall be paid by Defendants.

B. Direct Email Notice

1. Consistent with the timeline specified in the Preliminary Approval Order, the Notice Administrator shall send the Direct Email Notice, substantially in the form attached hereto as Exhibit 6A, by email to all Class Members for whom a valid email address is available. The Direct Email Notice shall include: (a) contact information for the Settlement Administrator; (b) a hyperlink to the dedicated Settlement Website, discussed below, where Settlement Class Members can access electronic versions of the Long Form Notice, and Claim Form, among other Settlement-related information; and (c) a statement that directs Spanish-speaking Class Members to the Settlement Website, where they can obtain Spanish-translated versions of the Long Form Notice, Claim Form, and Frequently Asked Questions and Answers.

2. Prior to the deadline for submitting a Claim Form or requesting exclusion, the Notice Administrator shall send at least one reminder via email to all Class Members for whom a valid email address is available, and the initial Direct Email Notice was not returned as undeliverable, and who have not yet filed a Claim Form or requested exclusion from the Settlement.

C. Direct Mail Notice

1. For Class Members with an associated physical address for whom a valid email address is not available, or for whom the Email Notice is returned as undeliverable after several attempts, the Notice Administrator shall send the Direct Mail Notice, substantially in the form attached hereto as Exhibit 6B, by U.S. Mail, proper postage prepaid. The Direct Mail Notice shall

inform those persons of how to obtain the Long Form Notice via the Settlement Website, via regular mail or via a toll-free telephone number, pursuant to Sections IV.D through F, below. The Direct Mail Notice shall direct Spanish-speaking Class Members to the Settlement Website for information about the Settlement.

2. Prior to mailing Direct Notice, the Notice Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Class Vehicle owners. In addition, the Notice Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address; or (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

3. For purposes of identifying the requisite names and addresses, within fourteen (14) days after entry of the Preliminary Approval Order, Honda will provide, to the extent it has not already done so, all Covered Vehicle VINs to the Notice Administrator, which shall be authorized to use that information to obtain the names and most current addresses of the current and former owners and lessees of Covered Vehicles through state agencies. Because some states require a prior court order before vehicle owner information can be released, such information may not be available until after the Preliminary Approval Order is entered.

4. The QR code associated with the Direct Mail Notice shall remain active and the link associated with the QR code shall be maintained in proper working order by the Settlement Administrator for the duration of the Limited Warranty.

D. Settlement Website

The Settlement Administrator will establish and maintain a Settlement Website that will: (1) inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information; (2) provide instructions on how to submit a claim by U.S. Mail or electronically on the Settlement Website; (3) provide instructions on how to contact the Settlement Administrator and/or Class Counsel for assistance; (4) include a VIN Lookup Tool for Class Members to determine whether their vehicle is a Covered Vehicle; (5) include a dedicated claims portal for Class Members to electronically upload Claims and Supporting Documentation in .pdf format or scanned copies; and, (6) in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement and Exhibits, the Long Form Notice (in English and Spanish), the Claim Form (in English and Spanish), Frequently Asked Questions and Answers (in English and Spanish), and Court documents that may be of interest to most Class Members. The form and content of the Settlement Website must be approved by the Parties before the Settlement Website goes "live," and the Settlement Website must be updated with relevant information in consultation with and approval by the Parties. The Settlement Website shall be called www.hondafuelpumpssettlement.com.

E. Long Form Notice

1. Contents of Long Form Notice. The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 5, and shall advise Class Members of the following:

(a) General Terms: The Long Form Notice shall contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Class for settlement purposes, and the Settlement Agreement, including information on the identity of Class

Members, how the Settlement Agreement would provide relief to the Class and Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

(b) Opt-Out Rights: The Long Form Notice shall inform Class Members that they have the right to opt out of the settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

(c) Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs and Expenses, and/or the requested Class Representative service awards, and to appear at the Final Approval Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

(d) Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts being sought by Class Counsel as Attorneys' Fees, Costs and Expenses and individual awards to Class Representatives, and shall explain that Defendants will pay the fees and expenses awarded to Class Counsel and individual awards to Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

2. Dissemination of Long Form Notice. The Long Form Notice shall be available on the settlement website. The Notice Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

F. Toll-Free Telephone Number

The Settlement Administrator shall establish a toll-free telephone number that will provide

settlement-related information to Class Members.

G. Internet Notice

The Notice Administrator shall, pursuant to the Parties' agreement, establish and execute a plan for notifying Class Members of this Settlement through (1) targeted digital advertising through the Google Display Network, Facebook, and Instagram, (2) sponsored search listings on Google, Yahoo!, and Bing, and (3) an informational release via PR Newswire.

H. Class Action Fairness Act Notice

The Notice Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

I. Duties of the Notice Administrator for the Notice Program

1. The Notice Administrator shall be responsible for, without limitation: (a) e-mailing the Direct E-mail Notice; (b) printing, mailing or arranging for the mailing of the Direct Mail Notice; (c) handling returned mail not delivered to Class Members; (d) attempting to obtain updated address information for any Direct Mail Notices returned without a forwarding address; (e) making any additional mailings required under the terms of this Settlement Agreement; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding requests for exclusion and/or objections to the Settlement Agreement; and (g) otherwise implementing and/or assisting with the dissemination of the notice of the Settlement Agreement. The Notice Administrator shall perform their responsibilities so as to minimize costs in effectuating the terms of this Settlement Agreement.

2. The Notice Administrator shall be responsible for: (a) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (b) establishing a post-office box

for the receipt of any correspondence; and (c) responding to requests from Class Counsel, Honda's Counsel, and Denso's Counsel.

3. If the Notice Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Honda, Denso, or the Class, the Parties may remove the Notice Administrator. Disputes between the Parties regarding the retention or dismissal of the Notice Administrator shall be referred to the Court for resolution.

4. Not later than seven (7) days before the date of the Final Approval Hearing, the Notice Administrator shall file with the Court a list of those persons who sought to exclude themselves from this Settlement and the terms of this Settlement Agreement, and an affidavit setting forth the details outlining the scope, method, and results of the Notice Program.

5. The Settlement Administrator and the Parties shall, promptly after receipt, provide copies of any requests for exclusion, objections, and/or related correspondence to each other.

J. Self-Identification

Persons or entities who believe that they are Class Members, but did not previously receive Direct E-Mail Notice or Direct Mail Notice, may (1) utilize the VIN Lookup Tool or contact Class Counsel and/or the Settlement Administrator to determine whether their vehicle is eligible for the Limited Warranty and/or (2) contact Class Counsel or the Settlement Administrator to determine whether their vehicle is eligible for the Out-of-Pocket Claims Process pursuant to Section III.D. of this Settlement Agreement, and if so, provide Supporting Documentation. Class Counsel, Honda's Counsel, and Denso's Counsel shall confer and either make a joint recommendation to the Settlement Administrator or separately relay their positions concerning the request to the Settlement Special Master, which shall then make a final determination concerning the request and

provide written notice of same to the Parties. In the event that any such request is granted, the requesting person or entity shall be fully bound by the Release.

V. REQUESTS FOR EXCLUSION

A. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to the Notice Administrator at the address provided in the Long Form Notice on or before the Opt-Out Deadline specified in the Preliminary Approval Order, specifying that he or she wants to be excluded and otherwise complying with the terms stated in the Long Form Notice and Preliminary Approval Order. The written request must include:

1. the case name and number of the Action;

2. the excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. an explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s);

4. request that the Class Member wants to be excluded from the Class; and

5. the excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

B. The Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel, Honda's Counsel, and Denso's Counsel. A list reflecting all timely requests for exclusion shall be filed with the Court by the Notice Administrator no later than seven (7) days before the Final Approval Hearing. If a potential Class Member files a request for exclusion, he or she may not file an objection under Section VI, below.

C. Any Class Member who does not file a timely, valid written request for exclusion as provided in this Section V shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Order and Final Judgment in the Action, even if

he, she, or it has litigation pending or subsequently initiates litigation against Honda and/or Denso relating to the claims and transactions released in the Action.

D. Honda's Counsel shall provide to the Settlement Administrator and Class Counsel, within twenty (20) days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Honda involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles, and Denso's Counsel shall provide to the Settlement Administrator and Class Counsel a list of all counsel for anyone who has then-pending litigation against Denso involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles.

VI. OBJECTIONS TO SETTLEMENT

A. Any Class Member who has not excluded themselves pursuant to Section V and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, and/or the requested Class Representative service awards must (a) file their objection electronically with the Court on or before the date specified in the Preliminary Approval Order, or (b) mail their objection to the Clerk of the Court, Class Counsel, and Defendants' Counsel with a postmark dated on or before the date specified in the Preliminary Approval Order. For an objection to be considered by the Court, the objection must be received by the Court on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;

2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member;

4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;

5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

6. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

7. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;

8. The number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Class Member who fails to comply with the provisions of Section VI.A, above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VI.B. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings. Class Members may not both object and request exclusion (opt out).

C. Any Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained

herein are approved, as long as the objecting Class Member complies with all requirements of this Settlement Agreement applicable to Class Members.

VII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Judgment and Final Order.

B. In consideration for the Settlement Agreement, Class Representatives, and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Action, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, violations of any state's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, any breaches of express, implied or any other warranties, RICO, or the Magnuson-Moss Warranty Act, or any other source, or any claim of any kind arising from, related to, connected with, and/or in any way involving the Action, the Covered Vehicles 'Fuel Pumps, and/or associated parts that are, or could have been, defined, alleged, or described in the Class Action Complaint, the Action, or any amendments of the Class Action Complaint ("Released Claims"); provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

C. Notwithstanding the foregoing, Class Representatives and/or the other Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

D. The Final Order and Judgment will reflect the terms of this Release.

E. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Order and Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this settlement and the Settlement Agreement.

G. In connection with the Settlement Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they and other Class Members may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Nevertheless, it is the intention of Class Counsel and Class Representatives in executing this Settlement Agreement to fully, finally, and forever settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect

to the Action, provided, however, that Class Representatives and the other Class Members are not releasing claims for personal injury, wrongful death or physical property damage (except to the Fuel Pump in the Covered Vehicle itself) from the Covered Vehicle.

H. Class Representatives expressly understand and acknowledge that they will be deemed by the Final Order and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the claims that they are releasing under the Settlement Agreement.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, expert or consultant fees, interest, litigation expenses, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement Agreement upon the Class.

K. In consideration for the Settlement Agreement, Honda and Denso and their past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, successors and assigns shall be deemed to have, and by operation of the Final Order and Judgment shall have, released Plaintiffs' Counsel, Class Counsel, and each Class Representative from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive attorneys' fees and costs from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Settlement Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

O. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Order and Judgment entered by the Court.

VIII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. At the conclusion of the Parties reaching agreement on the substantive material terms of this Settlement, the Parties mediated the issue of reasonable Attorneys' Fees, Costs, and Expenses, and Class Representative service awards, with the assistance of the Hon. Gerald E. Rosen (Ret.) of JAMS, Inc., on January 13, 2026. To date, the Parties have not reached any agreement on Attorneys' Fees, Costs, and Expenses or Class Representative service awards.

B. As such, Class Counsel shall make an application for an award of attorneys' fees in an amount not to exceed $27,000,000. Class Counsel shall make an application for reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to exceed $600,000. Any Court-approved Attorneys' Fees, Costs, and Expenses shall be paid by Defendants in addition to the other settlement relief provided to the Class. Defendants have agreed to pay reasonable Attorneys' Fees, Costs, and Expenses, but have not agreed to pay the amounts sought by Class Counsel.

C. Class Counsel, on behalf of Plaintiffs, shall also make an application for Class Representative service awards in an amount not to exceed $5,000 each. Any service awards shall be in addition to the benefits that each Class Representative is entitled to receive as a member of the Settlement Class. Defendants have agreed to pay reasonable service awards to the Class Representatives, but have not agreed to pay the amounts sought.

D. Defendants reserve the right to object to Class Counsel's applications for awards of attorneys' fees and costs and Class Representative service awards, and to appeal any such awards.

A. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect the Final Effective Date or constitute grounds for cancellation or termination of the Settlement.

IX. PRELIMINARY APPROVAL ORDER, FINAL ORDER AND JUDGMENT, AND RELATED ORDERS

A. On or before April 14, 2026, the Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 3. The Preliminary Approval Order shall, among other things:

1. Certify a nationwide settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23;

2. Preliminarily approve the Settlement Agreement;

3. Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;

4. Determine that Class Notice and the Notice Program comply with all legal requirements, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Final Approval Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the to-be-

requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;

6. Require Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Long Form Notice and provide that a failure to do so shall bind those Class Members who remain in the Class;

7. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;

8. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members 'expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

9. Issue a preliminary injunction and stay all other actions, pending final approval by the Court;

10. Issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval;

11. Appoint the Notice Administrator;

12. Appoint the Settlement Administrator;

13. Appoint the Settlement Special Master;

14. Authorize Honda and/or Denso to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

15. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

B. After the Final Approval Hearing, the Parties shall seek to obtain from the Court a Final Order and Judgment in the form substantially similar to Exhibit 8. The Final Order and Judgment shall, among other things:

1. Find that the Court has personal jurisdiction over all Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;

2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23;

3. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;

4. Find that the Class Notice complies with all laws, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);

6. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Order and Judgment;

7. Issue a permanent injunction;

8. Authorize the Parties to implement the terms of the Settlement Agreement;

9. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Order and Judgment, and for any other necessary purpose; and

10. Issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

X. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Honda or Denso or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section X.B., by a signed

writing served on the other Parties no later than 20 days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section X.B above, neither Honda, Denso, nor Class Representatives, through Class Counsel, are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. Defendants may terminate this Settlement Agreement prior to the Final Approval Hearing if more than three percent (3%) of Class Members have submitted valid and timely requests for exclusion. For purposes of determining whether the conditions for termination of the Settlement Agreement have occurred, copies of all requests for exclusion timely received, together with copies of all written revocations of requests for exclusion, shall be delivered to Honda's Counsel, Class Counsel and Denso's Counsel within seven (7) days of receipt by the Notice Administrator, but, in no event, later than ten (10) court days before the Final Approval Hearing.

E. If, but only if, this Settlement Agreement is terminated pursuant to Section X.B or X.D, above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section X.D;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Honda, Denso, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately

before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Honda, Denso, and the other Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;

5. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

6. Honda, Denso, and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

7. Neither the fact of the Settlement Agreement having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;

9. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, publication, claims administration and Class Member communications are the responsibility of Defendants and will be paid by Defendants. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

10. Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Honda and Denso reserve the right to object to the reasonableness of such requested fees.

XI. GENERAL MATTERS AND RESERVATIONS

A. Honda and Denso have denied and continue to deny each and all of the claims and contentions alleged in the Action, and have denied and continue to deny that they have committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Honda and Denso believe that they have valid and complete defenses to the claims asserted against them in the Action and deny that they committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action. Nonetheless, Honda and Denso have concluded that it is desirable that the Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Order and Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and

2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Honda or Denso from disclosing such necessary information from this Settlement Agreement, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action.

E. Information provided by Honda, Denso, Honda's Counsel, and/or Denso's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Honda's or Denso's request, be promptly returned to Honda's Counsel or Denso's Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses.

F. Within 90 days after the Final Effective Date (unless the time is extended by agreement of the Parties), Class Counsel, Plaintiffs' Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to documents provided by Honda, Denso, Honda's Counsel, and/or Denso's shall either: (i) return to Honda's Counsel or Denso's Counsel, all such documents and materials (and all copies of such documents in whatever form made or maintained), physical evidence, and/or tangible items produced during the settlement process by Honda and/or Honda's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Honda's Counsel or Denso's Counsel that all such documents, physical evidence, tangible items, and/or materials (and all copies of such documents in whatever form made or maintained) produced by Honda and/or Honda's Counsel or Denso and/or Denso's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section XI.F shall not apply to any documents made part of the record in connection with a Claim for reimbursement as part of the Out-of-Pocket Claims Process, nor to

any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work-product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action.

G. Honda's execution of this Settlement Agreement shall not be construed to release – and Honda expressly does not intend to release – any claim Honda may have or make against any insurer or indemnitor for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

H. Denso's execution of this Settlement Agreement shall not be construed to release – and Denso expressly does not intend to release – any claim Denso may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

I. Class Counsel represent that: (1) they are authorized by Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

J. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and this

Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

K. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

L. Honda represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Honda.

M. Denso represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Denso.

N. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Class Counsel, Honda's Counsel on behalf of Honda, and Denso's Counsel on behalf of Denso. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior

agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

O. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of Alabama notwithstanding its conflict-of-laws provisions.

P. The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement. Any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the Northern District of Alabama.

Q. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

1. If to Honda, then to:

William A. Delgado
DTO Law
915 Wilshire Blvd., Suite 1950
Los Angeles, CA 90017
Email: wdelgado@dtolaw.com

2. If to Denso, then to:

Daniel R.W. Rustmann
BUTZEL LONG, P.C.
150 W. Jefferson, Suite 100
Detroit, MI 48226
Telephone: 313-225-7067
Email: rustmann@butzel.com

3. If to the Class, then to:

W. Daniel "Dee" Miles, III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Telephone: (800) 898-2034
Email: Dee.Miles@BeasleyAllen.com

Christopher A. Seeger
SEEGER WEISS LLP
55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Telephone: (973) 639-9100
Email: cseeger@seegerweiss.com

Adam J. Levitt
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: (312) 214-7900
Email: alevitt@dicellolevitt.com

R. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section "Federal Holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents 'Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot's Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the Northern District of Alabama.

S. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

T. The Class, Class Representatives, Class Counsel, Honda, Honda's Counsel, Denso, and/or Denso's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations.

U. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

V. Class Representatives, through their counsel, expressly affirm that the allegations contained in the Class Action Complaint and all prior complaints filed in the Action were made in good faith, but consider it desirable for the Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

W. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

X. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

Y. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

Z. The Parties, their successors and assigns, and their counsel agree to publicly support this Settlement Agreement, to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of the Settlement Agreement.

AA. This Settlement Agreement may be signed with a facsimile signature and in counterparts, each of which shall constitute a duplicate original.

BB. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Honda's Counsel, on behalf of Honda, Denso's Counsel, on behalf of Denso, and Class Counsel, on behalf of Class

Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

CC. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Class and Defendants.

Agreed to on the date indicated below.

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY PLAINTIFFS

BY: _____ DATE: April 14, 2026
W. Daniel "Dee" Miles, III

BY: _____ DATE: April 14, 2026
Christopher A. Seeger

BY: _____ DATE: April 14, 2026
Adam J. Levitt

APPROVED AND AGREED TO BY AMERICAN HONDA MOTOR CO., INC.

BY: Steven Bailey DATE: April 14, 2026

NAME: Steven Bailey
TITLE: VP Parts, Service & Technical Operations

APPROVED AND AGREED TO AS TO FORM BY HONDA'S COUNSEL

BY: DATE: April 14, 2026

William A. Delgado

APPROVED AND AGREED TO BY DENSO INTERNATIONAL AMERICA, INC.

BY: Jon Canty DATE: April 14, 2026

NAME: Jon M. Canty

TITLE(S): Vice-President & General Counsel

APPROVED AND AGREED TO AS TO FORM BY DENSO'S COUNSEL

BY: _____ DATE: April 14, 2026

DANIEL R.W. RUSTMANN
BUTZEL LONG, P.C.