

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs ARMEN KOJIKIAN and TIME TRADERS, INC. (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated and by and through their counsel, and Defendant American Honda Motor Co., Inc. (“AHM” or “Defendant”), by and through its counsel, hereby enter into this Settlement Agreement and Release (“Settlement Agreement”), subject to Court approval. The Parties in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on January 8, 2016, Plaintiffs filed a class action in the Superior Court of the State of California, County of Los Angeles captioned *Kojikian et al. v. American Honda Motor Co., Inc.*, Case No. BC 606392 (the “Action” or “Litigation”), on behalf of themselves and a putative nationwide class asserting claims for (1) breach of express warranty, (2) breach of implied warranty, (3) breach of warranty (Song-Beverly Consumer Warranty Act), Civil Code § 1790 *et seq.* (“Song-Beverly”), (4) breach of warranty (Magnuson-Moss Warranty Act), 15 U.S.C. § 2301 *et seq.* (“Mag-Moss”), (5) violation of the California Consumers Legal Remedies Act, Civil Code § 1750 *et seq.* (“CLRA”), (6) violation of California Business & Professions Code § 17200 *et seq.* (“UCL”), and (7) nuisance.

WHEREAS, on May 18, 2016, Plaintiffs filed a First Amended Class Action Complaint for Damages and Equitable Relief (“Complaint”) asserting claims for (1) breach of express warranty, (2) breach of implied warranty, (3) breach of warranty (Song-Beverly), (4) breach of warranty (Mag-Moss), and (6) violation of UCL.

WHEREAS, Plaintiffs and AHM recognize the outcome of the Litigation and the claims asserted in the Complaint are uncertain, and that pursuing the Litigation to judgment would

entail substantial cost, risk, and delay;

WHEREAS, the parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator and retired appellate justice, Howard B. Weiner, concerning the issues raised by Plaintiffs in the Litigation, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class (“Class” or “Settlement Class” as defined in section I (11), below).

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted based upon the facts alleged in the Litigation by or on behalf of members of the Class;

WHEREAS, Plaintiffs, by and through Class Counsel, have: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation and discovery of the claims asserted in the Litigation, including discovery obtained by Plaintiffs in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that AHM likely would assert;

WHEREAS, AHM does not believe Plaintiffs’ claims are meritorious and has denied and continues to deny any and all defect and/or safety claims alleged by Plaintiffs, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters and/or claims asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of

Plaintiffs and all members of the Class relating to claims which were or could have been asserted by Plaintiffs and the Class in this Litigation relating to the alleged practices and claimed defect(s) at issue;

WHEREAS, Plaintiffs' counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiffs' interest, and the interest of all Class Members, to resolve this Action, and any and all claims against AHM arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein;

WHEREAS, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of the Class, and AHM;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) **Action.** “Action” means the case captioned *Kojikian et al. v. American Honda Motor Co., Inc.*, Case No. BC606392, pending in the Superior Court of the State of California, County of Los Angeles. The Action may also be referred to in this Settlement Agreement as the “Litigation.”

2) **AHM.** “AHM” means American Honda Motor Co., Inc., the defendant in this Action.

3) **Applicable Claims Deadline.** “Applicable Claims Deadline” means the seventy-five (75) day period after the Class Notice Date to submit a Claim under paragraph III(A) of the Settlement.

4) **Approved Claim Payment Date.** “Approved Claim Payment Date” means thirty (30) days after the Effective Date of Class Settlement for the payment of approved Claims made under paragraph III(A) of the Settlement.

5) **Authorized Acura Dealership.** “Authorized Acura Dealership” means an independent automobile dealership authorized by AHM to sell and service Acura vehicles in the United States.

6) **Claim.** “Claim” means a request for reimbursement for an Out-Of-Pocket Cost.

7) **Claimant.** “Claimant” means any Class Member who submits a Claim.

8) **Claim Form.** “Claim Form” means a form to be used by Class Members to make a Claim.

9) **Claim Processing.** “Claim Processing” means the process in which AHM will (i) match the vehicle VIN to the Claim; (ii) determine if the Claim asserts valid Out-Of-Pocket Costs; (iii) determine if the Claim has been previously paid in whole or in part by AHM through goodwill payments or warranty payments; (iv) determine if the Class Member previously had

released any claims against AHM as a result of a settlement of a claim or lawsuit relating to complaints of oil consumption or vehicle component malfunctions that can lead to oil consumption; (v) conduct a data search to determine if the Class Vehicle previously has been involved in an accident or totaled prior to a Class Member incurring an Out-of-Pocket Cost; (vi) enter data into the AHM warranty database concerning the Class Vehicle, and (vii) verify no other exclusions in this Settlement apply.

10) Claims Administrator. “Claims Administrator” means American Honda Motor Co., Inc., the Defendant in this case, which will self-administer the Settlement, disseminate the Class Notice, maintain a Settlement website, and process Claims.

11) Class. “Class” means all residents of the United States, Puerto Rico, and all U.S. territories, who currently own or lease, or previously owned or leased, a Class Vehicle. Excluded from the Class are (1) AHM, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) insurers of the Class Vehicles; (3) all persons and/or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) individuals or businesses that have purchased Class Vehicles previously deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle who previously have released their claims against AHM with respect to the issues raised in the Litigation; (8) United States, Puerto Rico, and U.S. territory residents who have purchased Class Vehicles in the United States but have since transported the vehicle outside the United States for permanent use abroad; and (9) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

12) Class Counsel. “Class Counsel” means The Margarian Law Firm.

13) Class Counsels’ Fees and Expenses. “Class Counsels’ Fees and Expenses” means the reasonable attorneys’ fees and expenses of Class Counsel, not to exceed six hundred forty-four thousand seven hundred and fifty dollars (\$644,750.00), subject to approval of the Court.

14) Class List. “Class List” shall mean the complete listing of the names and addresses obtained by the Claims Administrator of all persons that AHM determines, after a good faith search, are Class Members and thereby eligible to receive the Class Notice. The Claims Administrator shall obtain from R.L. Polk & Co., or a similar entity, the most current available names and addresses of all current and former owners and lessees of Class Vehicles in order to develop the Class List. The Class List shall be run through the National Change of Address database for the purpose of updating addresses before the Class Notice is mailed.

15) Class Members. “Class Members” and “Settlement Class Members” have the same meaning as “Class,” as set forth in ¶11 above.

16) Class Notice. “Class Notice” means the Court-approved form of notice to the Class mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to participate in, object to, or exclude themselves from, the Settlement; and (iv) their opportunity to submit a Claim.

17) Class Notice Date. “Class Notice Date” means the date by which the Claims Administrator completes the mailing of a copy of the Class Notice by first class mail, postage prepaid, to each person on the Class List.

18) Class Period. The “Class Period” commences for each Class Vehicle by

reference to the year that Class Vehicle was first sold as a new vehicle and continues to the date of Class Notice.

19) Class Representative. “Class Representative” means plaintiffs Armen Kojikian and/or Time Traders, Inc.

20) Class Vehicle(s). “Class Vehicles” means 2010-2013 Acura MDX, 2011-2012 Acura RL, 2009-2014 Acura TL, and 2010-2013 Acura ZDX vehicles with J37 engines, made for sale and/or lease in the United States, Puerto Rico, or the U.S territories and that were sold or leased to a Class Member who registered and operated the vehicle in the United States, Puerto Rico, or the U.S. territories.

21) Complaint. “Complaint” means the First Amended Class Action Complaint for Damages and Equitable Relief in the Action or, if superseded, the operative complaint in the Action.

22) Court. “Court” means the Superior Court of the State of California, County of Los Angeles, the Hon. Kenneth R. Freeman, or his duly appointed successor.

23) Defendant’s Counsel. “Defendant’s Counsel” means Lewis Brisbois Bisgaard & Smith LLP.

24) Effective Date of Class Settlement. “Effective Date of Class Settlement” means the date by when: (1) the Court’s Final Approval Order is a final, appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing

en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order in all material respects. If the Final Approval Order on Fees is entered separately or at a later date, this shall not impact the Effective Date of Class Settlement, but any obligation to pay Court-approved Class Counsels' Fees and Expenses shall arise only after the Effective Date of Fees Settlement.

25) Effective Date of Fees Settlement. "Effective Date of Fees Settlement" means the date when the Court's Final Approval Order on Fees (1) is a final, appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the Final Approval Order on Fees as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the Final Approval Order on Fees having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order on Fees in all material respects.

26) Eligible Repair. "Eligible Repair" means a Piston Repair during the Powertrain Warranty Period performed (a) by an Authorized Acura Dealership, or (b) an independent third party repair facility if said third party performed a Piston Repair *before* the Class Notice Date.

27) Final Approval Hearing. "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees.

28) Final Approval Order. "Final Approval Order" means the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated

by this Settlement Agreement, which may or may not include approving payment of Service Award and Class Counsels' Fees and Expenses.

29) Final Approval Order on Fees. "Final Approval Order on Fees" means any order of the Court awarding Class Counsels' Fees and Expenses (or any amount less than Class Counsels' Fees and Expenses).

30) Litigation. "Litigation" means the Action as defined above.

31) Mailed Notice. "Mailed Notice" means the Class Notice sent by U.S. Mail.

32) Notice and Claims Procedure. "Notice and Claims Procedure" means the process that includes any or all of the following: (1) creation of the Class List; (2) the Notice and Claim Forms will be disseminated upon approval by the Court, and as set forth in §IV herein; (3) AHM will engage in the Claim Processing as set forth in ¶9 above; (4) Class Members may submit a Claim Form and Required Documentation through the settlement website, by mail, or by fax to the pre-printed address provided on the Claim Form and website; (5) the parties will work cooperatively for a mutually acceptable Claim Form for the submission of Claims; and (6) the Class Administrator will perform such other functions as described in §V(A) through (G) below.

33) Objection Date. "Objection Date" means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to object to the Settlement Agreement's terms or Class Counsels' Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

34) Out-Of-Pocket Costs. "Out-Of-Pocket Costs" means reasonable amounts paid by a Class Member for an Eligible Repair for which the Class Member was not otherwise reimbursed by insurance, warranty or goodwill. No additional costs are to be reimbursed by

AHM. By way of example and not limitation, Out-Of-Pocket Costs do not include: any costs incurred in furtherance of repairs unrelated to an Eligible Repair, costs for short block replacements, replacement Pistons or Piston rings necessitated by an accident, abuse or misuse, or any incidental or consequential costs such as rental car, towing, oil top off expenses, oil changes, or like expenses.

35) Parties. “Parties” means the Plaintiffs and Defendant.

36) Plaintiffs. “Plaintiffs” means the Class Representatives as defined above.

37) Preliminary Approval Order. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

38) Released Claims. “Released Claims” means the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections.

39) Released Parties. “Released Parties” means AHM, its parent, subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Acura Dealerships, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries.

40) Request for Exclusion. “Request for Exclusion” means a request by any Class Member for exclusion from the Settlement.

41) Required Documentation. “Required Documentation” means (1) a fully completed Claim Form signed under penalty of perjury, and (2) a repair order/invoice for an Eligible Repair that includes the Class Vehicle’s Vehicle Identification Number (“VIN”), a description of the parts replaced, and labor costs, and (3) acceptable proof of an Out-Of-Pocket

Cost actually paid by a Class Member such as receipts, cancelled checks, credit card statements, costs verifiable, etc., as described in the Claim Form.

42) Service Award. “Service Award” means the amount to be paid to the Class Representatives to compensate them for the time and effort on behalf of the Class, subject to approval of the Court, and which shall not exceed a total amount of five thousand dollars (\$5,000) for both Class Representatives combined.

43) Settlement. “Settlement” and “Settlement Agreement” means the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

44) Piston. “Piston” means the piston in a Class Vehicle (Part No. 13010-RKG-305).

45) Piston Ring. “Piston Ring” means the piston rings in a Class Vehicle (Part No. 13011-RKG-305.)

46) Piston Repair. “Piston Repair” means repair or replacement of the Piston and/or Piston Ring due to an oil consumption complaint on a Class Vehicle, and reasonable labor costs for this repair.

47) Powertrain Warranty Period. “Powertrain Warranty Period” means the 8 year/125,000 mile period (whichever occurs first) from the date of the original sale or lease of each Class Vehicle.

48) Powertrain Warranty Gap Period. “Powertrain Warranty Gap Period” means the six (6) month period after the Effective Date of Class Settlement and applies only to Class Vehicles that (1) are outside the Powertrain Warranty Period as of the Effective Date of Class Settlement, and (2) do not have prior Eligible Repairs for which a Claim can be made.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with AHM's pre-filing review and approval, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval. Among other things, the Parties agree that Plaintiffs will file with their motion for preliminary approval, or will have filed prior to issuance of the Preliminary Approval Order, a Second Amended Complaint, that defines the class consistent with the terms of this Settlement Agreement. The Parties further agree that AHM need not file a response to the Second Amended Complaint unless the Settlement does not receive final approval. The Parties further agree that in not responding to the Second Amended Complaint as set forth herein, AHM will not be deemed to have waived any defense, admitted any fact, or have otherwise defaulted or effected a waiver in any manner.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and

shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Approval Order also will enjoin the prosecution of any litigation or class action by Plaintiffs or any Class Member related to or arising out of the Pistons, Piston Rings, Piston Repair, Eligible Repair, or oil consumption in a Class Vehicle.

III. SETTLEMENT TERMS

A. Reimbursement for Out-of-Pocket Costs Incurred Before the Class Notice Date:

Upon submission of a Claim Form, AHM will reimburse Class Members for valid and eligible Out-Of-Pocket Costs incurred prior to the Class Notice Date. To obtain reimbursement under this paragraph, Class Members must submit (i.e., transmit via the settlement website, U.S. mail or fax) a timely and valid Claim Form and Required Documentation to the Class Administrator before the Applicable Claims Deadline (as set forth in Paragraph I(3)(a)). A timely Claim Form is one that is postmarked within the Applicable Claims Deadline. Validated Claims will be paid by the Approved Claim Payment Date.

B. Piston Repairs After Execution of the Settlement: AHM agrees to cover under warranty the costs for a Piston Repair on a Class Vehicle after this Settlement Agreement has been signed provided such repair is performed during the Powertrain Warranty Period or, if applicable, during the Powertrain Warranty Gap Period. AHM will provide notice of the new Powertrain Warranty Period to dealers and to Class Members promptly after this Settlement Agreement is signed. Such notice will be separate and apart from any Class Notice the Court

will require for this Settlement. Upon signing of the Settlement Agreement, Class Vehicles will receive a Piston Repair under this paragraph provided (1) there is no evidence of abuse, misuse, or accident damage to the Piston or Piston Ring, and (2) the Class Vehicle is presented to an Authorized Acura Dealership during the Powertrain Warranty Period, or, if applicable, during the Powertrain Warranty Gap Period. Piston Repairs performed by third party repair facilities after notice of the Powertrain Warranty Period is mailed will not be paid or otherwise covered by AHM. Class Members who obtain Piston Repairs pursuant to this section after are precluded from opting out of the Settlement even if an otherwise valid and timely opt-out notice is sent to the Claims Administrator.

IV. NOTICE AND RELATED PROVISIONS

A. Mailed Notice: A Mailed Notice will be provided to Class Members not later than ninety (90) days after the Court's entry of a Preliminary Approval Order. The Mailed Notice will be sent by AHM by First Class Mail to all known Class Members once all current Class Member contact information is received. The parties agree to use their best efforts to comply with the time schedule set forth in this paragraph, but agree to work cooperatively in extending this time limit if necessary to obtain the best practicable Class Member contact information prior to the date of the mailing of Class Notice. Notice will be given by AHM to both original owners and current owners by employing Polk or like service.

B. Costs for one Mailed Notice, maintaining a Settlement Website, sending required notices to governmental entities (if any), maintaining a toll-free number with recorded answers to commonly asked claims or settlement questions, and all Claims Administrator costs are to be paid by AHM.

C. AHM will require the Claims Administrator to maintain a settlement website

from the date of Mailed Notice, and thereafter for six (6) months after the Effective Date of Class Settlement that will: (1) allow for online submission of Claims; (2) provide instructions on how to file an online or paper Claim; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain a copy of the Class Notice, Claim Form, and the Settlement Agreement; and (5) contain other information AHM and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. AHM will also require the Claims Administrator to maintain a toll-free number providing answers to commonly asked claims or settlement questions.

D. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Approval Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representatives, Class Members (only in response to Class Member inquiries), or the Court, and (2) AHM's ability to communicate with its customers, dealers, or the Court.

V. CLAIMS ADMINISTRATOR

A. AHM will self-administer the Settlement as the Claims Administrator.

B. The Claims Administrator will be responsible for implementing and administering reimbursement claims by Class Members, including, but not limited to, the following tasks:

(1) Receive and conduct an initial validation screening of Claims to determine timeliness of submission, completeness of the Claim, and the completeness of the Required

Documentation;

(2) Perform Claim Processing and issue payments for Claims; and

(3) Collect and transmit to Class Counsel and Defendant's Counsel the names and contact information of Class Members who "opt out" of the proposed Settlement or object to the proposed settlement.

C. Class Members who submit Claims under Paragraphs III(A) herein that are incomplete (e.g. lack Required Documentation other required information) or are not approved for payment will promptly receive from the Claims Administrator by first class mail a written explanation explaining why a Claim has been denied, or, if applicable, providing instruction on steps the individual can take to cure deficiencies in a Claim. The Claimant receiving notice of an incomplete Claim will be allowed thirty (30) days to submit materials to cure the deficiencies. If corrective information is not provided within thirty (30) days of a deficiency notice, the Claim will be denied.

D. The Claims Administrator, upon reasonable request, shall provide to Class Counsel and Defendant's Counsel summary information concerning the number of Claims made, number of Claims returned for incompleteness, and number of Claims pending in Claim Processing, number of Claims validated, and the total amount of reimbursement payments to be made on validated Claims.

E. In any instance in which the Claims Administrator finally denies a Claim and the Claimant disputes the denial, the Claims Administrator shall forward such Claims to Class Counsel and Defendant's counsel. The Parties through their respective counsel will engage in good faith efforts to resolve the dispute as to that Claim (each party to bear his, her or its own respective costs for such efforts). If counsel are unable to resolve the dispute, the Claimant may

then appeal the denial of the Claim to the National Center for Dispute Settlement (“NCDS”), which is a third-party neutral, provided that any such appeal must be filed within sixty (60) days of final denial by the Settlement Administrator and any decision by the NCDS will be final and binding upon the Parties. The appeal to the NCDS will be resolved without a formal hearing or trial process. AHM will pay any cost charged by the NCDS for resolving the appeal, however, the Parties shall be responsible for paying his, her or its respective attorneys’ fees and other expenses if he, she, or it decide to retain counsel.

F. No later than ten (10) days prior to the date Plaintiff’s Motion for Final Approval is to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration to be filed with the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting the Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court; a report containing the summary information concerning Claims as set forth in Paragraph V(D), above, and setting forth the amount of the reimbursements claimed by Class Members in Claims under Paragraph III(A). The Claims Administrator shall supplement this report upon request by Class Counsel, in the event the Final Approval Hearing is continued or adjourned, or as otherwise necessary.

G. All approved Claims will be paid by the Claims Administrator by the applicable Approved Claim Payment Deadline. AHM will issue separate checks directly to Claimants. Payments for approved Claims will be made by the Approved Claims Payment Date in the form of a check that must be cashed within one hundred eighty (180) days from the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, they can be reissued to the claimant upon request.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion by mailing or delivering such request in writing to the Claims Administrator at the addresses set forth in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than forty-five (45) days after the date of Mailed Notice or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion shall (i) state the Class Member's full name and current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Parties shall jointly report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request the Court to enter an order requiring any Class Member who wishes for any objection to be considered, to deliver to the Claims Administrator a written notice of objection by the Objection Date, forty-five (45) days from the date of Mailed Notice or such date as otherwise ordered by the Court. Objections must be mailed to the Claims Administrator at the addresses set forth in the Class Notice. Although a notice of intention to

appear at the Final Approval Hearing may be provided, such notice is not required for an objector to be heard at the Final Approval Hearing. To state a valid objection to the Settlement, an objecting Class Member must provide to the Claims Administrator the following information in his, her or its written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her/its position. Subject to approval of the Court, any objecting Class Member may (but is not required to) appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, incentive awards, and reimbursement of reasonable litigation costs and expenses.

B. The agreed-upon procedures and requirements for the mailing of objections to the Claims Administrator in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to serve by mail or hand delivery such notice of objection to the Claims Administrator at the addresses set forth in the Class Notice, by no later than the Objection Date..

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order or Final Approval Order on Fees in the event of an appeal. AHM will make a filing either joining and/or not opposing Class Counsel's defense of the Final Approval Order. However, if the appeal only relates to the Court's Final Approval Order on Fees (or

other order approving Class Counsel's Fees and Expenses or the Class Representative's Incentive Award), it will be up to AHM's discretion whether to join such appeals. Any fees and/or costs incurred by Class Counsel in such appeals, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover such fees and/or costs from AHM.

VIII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity that arise out of, relate to, or in any way concern the Class Vehicles' Pistons, Piston Rings, or oil consumption in the Class Vehicles, except as set forth in Paragraph VIII(C) below. Without assuming the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. The Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law. Section 1542 of the California Civil Code provides: "A general release does not extend to claims which the creditor does not know or

suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

C. This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury, property damage other than to the Class Vehicles, or claims for subrogation.

B. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released Parties.

IX. ADMINISTRATION, ATTORNEYS’ FEES, AND INCENTIVE AWARDS

A. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid by AHM, subject to the limitations contained herein and approval of the Court. For purposes of this Settlement Agreement only, Defendant agrees to not oppose Class Counsel’s application for attorney’s fees and costs up to \$644,750.00, and Class Counsel agrees that his application for fees and costs will not exceed this amount. AHM will issue a single check payable to The Margarian Law Firm, for fees and costs as approved by the Court, within thirty (30) days after the Effective Date of Fees Settlement provided all required documentation, such as W-9 forms, and payment instructions

are timely provided to AHM by Class Counsel.

B. AHM agrees that, subject to Court approval, Class Counsel may apply to the Court for the payment of an aggregate Service Award to the Class Representatives that does not exceed \$5,000 to a single Class Representative or in total payment to both Class Representatives (\$2,500 each Class Representative). The Service Award as approved by the Court shall be paid by AHM by check to Armen Kojikian, and delivered to Class Counsel within ten (10) days after the Effective Date of Class Settlement, provided required documentation such as W-9 forms, timely are provided to AHM by Class Counsel.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel, who is a signatory hereof, represents and warrants that he has the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. AHM, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by AHM of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of AHM. This Settlement Agreement has been duly and validly executed and delivered by AHM and constitutes its legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection

with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by AHM with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. AHM specifically denies all of the allegations made in connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by AHM, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) AHM contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall

have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that AHM may withdraw or 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 withdrawal or 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 the Defendant's Counsel within three (3) days of receipt by the Claim Administrator, but, in no event, later than ten (10) Court days before the Final Approval Hearing. Moreover, the Claims Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in Paragraph I, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

K. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among

the Parties to this Settlement Agreement.

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. 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 agreement or by order of the Court, the day of the act, 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 legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement

Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Hovanes Margarian
The Margarian Law Firm
801 N. Brand Blvd., Suite 210
Glendale, California 91203
(818) 553-1000 (Telephone)
Hovanes@margarianlaw.com

For AHM:


Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071
(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

IN WITNESS WHEREOF, Plaintiffs and AHM, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.


Dated: 9/23/2019


Armen Kojikian
Plaintiff

Dated: 9/23/2019


Time Traders, Inc.
Plaintiff

Dated: 9/23/2019


Hovanes Margarian
The Margarian Law Firm
Attorneys for Plaintiffs

Dated: _____

Print: _____

As the Duly Authorized Corporate Representative
of American Honda Motor Co., Inc.

Dated: _____

Eric Y. Kizirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for American Honda Motor Co., Inc.

Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Hovanes Margarian
The Margarian Law Firm
801 N. Brand Blvd., Suite 210
Glendale, California 91203
(818) 553-1000 (Telephone)
Hovanes@margarianlaw.com

For AHM:

Eric Y. Kizirian, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
633. W. 5th Street, Suite 4000
Los Angeles, California 90071
(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

IN WITNESS WHEREOF, Plaintiffs and AHM, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____

Armen Kojikian
Plaintiff

Dated: _____

Time Traders, Inc.
Plaintiff

Dated: _____

Hovanes Margarian
The Margarian Law Firm
Attorneys for Plaintiffs

Dated: 9-25-2019

STEVEN BAILEY

Print: _____



As the Duly Authorized Corporate Representative
of American Honda Motor Co., Inc.

Dated: Sept. 25, 2019


Eric Y. Kizirian

Lewis Brisbois Bisgaard & Smith LLP
Attorneys for American Honda Motor Co., Inc.

**ADDENDUM TO AMENDED CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Section I (“Definitions”) of the Amended Class Action Settlement Agreement and Release (“Agreement”) in *Kojikian et al. v. American Honda Motor Co., Inc.*, Case No. BC 606392 (the “Action” or “Litigation”) dated September 25, 2019, is hereby amended to correct an error in the definition of “Powertrain Warranty Gap Period” (Section I (48)), as follows:

I. DEFINITIONS

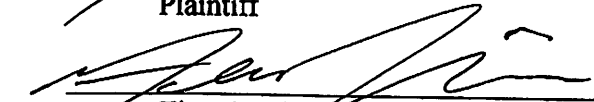
48) Powertrain Warranty Gap Period. “Powertrain Warranty Gap Period” means the six (6) month period following the February 2019 letter regarding “Warranty Extension: Engine Oil Consumption Exceeds Client Expectations” (attached hereto as Exhibit A) sent by Acura’s Automobile Division to registered owners of affected Class Vehicles, during which Acura stated it will cover under warranty parts and labor costs for repairs arising from excessive oil consumption complaints in Class Vehicles “regardless of time in service or mileage.”

IN WITNESS WHEREOF, Plaintiffs and AHM, by and through their respective counsel, have executed this Addendum to the Agreement as of the date(s) indicated on the lines below.


Dated: 4/15/2020


Armen Kojikian
Plaintiff

Dated: 4/15/2020


Time Traders, Inc.
Plaintiff

Dated: 4/15/2020


Hovanes Margarian
The Margarian Law Firm
Attorneys for Plaintiffs

Dated: 4-17-2020

Steven Bailey

Print: STEVEN BAILEY

As the Duly Authorized Corporate Representative of
American Honda Motor Co., Inc.

Dated: 4-17-2020

Eric Y. Kizelman

Eric Y. Kizelman
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for American Honda Motor Co., Inc.