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13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 HEATHER GUTIERREZ, on behalf of  
16 herself and all others similarly situated,  
and CONNIE KAUPA, on behalf of  
17 herself and all others similarly situated,  
18  
19 Plaintiffs,

vs.

20 AMERICAN HONDA MOTOR CO.,  
21 INC., a California corporation,  
22  
23 Defendant.

Case No. 5:09-cv-01517-JZ-OP

Judge Jack Zouhary

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE**

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1           This Class Action Settlement Agreement and Release is entered into  
2 between and among (1) Plaintiffs Heather Gutierrez and Connie Kaupa, on behalf  
3 of themselves and as representatives of the Settlement Class, (2) Class Counsel and  
4 (3) Defendant American Honda Motor Co., Inc. in order to effect a full and final  
5 settlement and dismissal with prejudice of all claims against AHM as alleged in the  
6 litigation captioned Gutierrez, et al. v. American Honda Motor Co., Inc., Case No.  
7 5:09-cv-01517-JZ-OP (C.D. Cal., filed Aug. 10, 2009) on the terms set forth below  
8 and to the full extent reflected herein, subject to approval of the Court. Capitalized  
9 terms shall have the meaning ascribed to them in Section II of this Agreement.

10 **I.    RECITALS**

11           **1.**    On August 10, 2009, Plaintiffs filed a Complaint in the United States  
12 District Court for the Central District of California, alleging on behalf of  
13 themselves and a proposed class that the side airbag systems in Honda vehicles  
14 were allegedly defective and prone to inadvertent deployment. Plaintiffs amended  
15 their pleading on September 22, 2009 and then again on November 4, 2009,  
16 making the operative pleading Plaintiffs' Second Amended Complaint.

17           **2.**    The Second Amended Complaint alleges that AHM markets,  
18 distributes and sells vehicles allegedly equipped with a defective side airbag  
19 system in that the side airbags are purportedly prone to deploying without cause.  
20 The Second Amended Complaint asserts causes of action for violation of Cal. Bus.  
21 & Prof. Code § 17200, et seq. and Cal. Civ. Code § 1750, et seq. on behalf of the  
22 following classes: (1) all "persons in the United States who currently own or lease  
23 a Honda vehicle equipped with a factory installed side airbag system;" and (2) all  
24 persons "who previously owned or leased [a Honda vehicle equipped with a  
25 factory installed side airbag system] that experienced an inadvertent deployment of  
26 the side airbag system during their ownership or lease." Plaintiffs' two proposed  
27 classes were later narrowed by stipulation filed with the Court on December 20,  
28

1 2010 to include only Honda Accords.

2           **3.** On November 9, 2009, AHM filed its Answer and Affirmative  
3 Defenses to the Plaintiffs' Second Amended Complaint, denying all material  
4 allegations therein and asserting a variety of affirmative defenses. AHM continues  
5 to deny all of the allegations in Plaintiffs' Second Amended Complaint and  
6 specifically denies that it has engaged in any wrongdoing whatsoever, that the side  
7 airbags in any Honda Accords are in any sense defective, that it has made any false  
8 or misleading statements and that the action can properly be maintained as a class  
9 action.

10           **4.** The Parties have conducted a thorough examination and investigation  
11 of the facts and law relating to the matters set forth in Plaintiffs' Second Amended  
12 Complaint, which included, among other things: (1) review by Class Counsel of in  
13 excess of 94,600 pages of documents produced by AHM, including the translation  
14 and review of documents produced in Japanese; (2) Plaintiffs' production of over  
15 450 pages of documents; (3) responses by the Parties to interrogatories and  
16 requests for admission; (4) depositions of Plaintiffs and certain third parties;  
17 (5) inspection of Plaintiffs' vehicles; and (6) comprehensive expert discovery,  
18 including the production of multiple expert reports by the Parties as well as the  
19 depositions of the Parties' experts.

20           **5.** In addition, the Parties engaged in extensive mediation and settlement  
21 discussions over the course of more than a year, including multiple settlement in-  
22 person conferences between the Parties and two separate, full-day mediations  
23 overseen by Hon. Howard B. Wiener (Ret.).

24           **6.** The Parties reached this Agreement at arm's length with the assistance  
25 of Justice Wiener, after consultation with their independent experts and attorneys,  
26 in order to conclusively resolve these disputes without the uncertainty, expense and  
27 delay of further litigation pursuant to the terms set forth herein.  
28

1           7.     Plaintiffs and Class Counsel have examined the benefits to be  
2 obtained under the terms of this Agreement, have considered the risks associated  
3 with the continued prosecution of this case and the likelihood of success on the  
4 merits and believe that, after considering all of the circumstances, the proposed  
5 settlement set forth in this Agreement is fair, reasonable, adequate and in the best  
6 interests of the Settlement Class.

7           8.     The Parties agree that neither this Agreement nor the settlement it  
8 represents shall be construed in this Litigation or any other litigation as an  
9 admission by AHM of any wrongdoing whatsoever, including an admission of a  
10 violation of any statute or law or of liability on the claims or allegations in this  
11 Litigation.

12           9.     The Parties agree and understand that neither this Agreement nor the  
13 Settlement it represents shall be construed or admissible as an admission or  
14 acknowledgement by AHM in this Litigation or in any other proceedings that  
15 Plaintiffs' claims or any similar claims are or would be suitable for class treatment  
16 if this Litigation proceeded through both litigation and trial.

17           10.    The Parties desire to compromise and settle all issues and claims  
18 arising out of or related to the claims that were asserted or could have been  
19 asserted in this Litigation against AHM and the other Persons and entities  
20 identified in Section II, Paragraph 38 as Released Persons.

21           NOW, THEREFORE, in consideration of the mutual covenants and  
22 agreements herein, the Parties hereto agree as follows, subject to preliminary and  
23 final approval by the Court.

24 **II.   DEFINITIONS**

25           As used herein, the following terms have the meanings set forth below.

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

27           2.     "Agreement" or "Settlement Agreement" means this Class Action  
28

1 Settlement Agreement and Release, including all exhibits hereto.

2       **3.**     “Attorneys’ Fees and Expenses” means the total award of attorneys’  
3 fees, costs and expenses sought by Class Counsel and allowed by the Court.

4       **4.**     “Authorized Honda Dealer” means an automobile dealership  
5 authorized by AHM to sell and service Honda vehicles in the United States.

6       **5.**     “CAFA Notices” means the notice of this settlement to be served  
7 upon State and Federal authorities as required by the Class Action Fairness Act of  
8 2005, 28 U.S.C. § 1715.

9       **6.**     “Claim Deadline” means ninety (90) Days from the date that Class  
10 Notice is mailed, with said date to be specified in the Class Notice.

11       **7.**     “Claim Form” means the form that members of the Deployment Class  
12 must complete and submit on or before the Claim Deadline in order to be eligible  
13 for the benefits described herein, which document shall be substantially in the form  
14 of Exhibit A hereto. The Claim Form shall require a sworn signature under penalty  
15 of perjury. Claim Forms will be processed after the Effective Date.

16       **8.**     “Class Counsel” means Arias, Ozzello, & Gignac, LLP, Wasserman,  
17 Comden, Casselman & Esensten, L.L.P., and Bisnar Chase.

18       **9.**     “Class Member Payment List” means the list described in Section V,  
19 Paragraph 6(G).

20       **10.**    “Class Notice” means the Court-approved form of notice to the  
21 Settlement Class, in substantially the same form as Exhibit B, which will notify the  
22 Settlement Class of the Preliminary Approval of the Settlement and the scheduling  
23 of the Final Approval Hearing, among other things, and will be mailed directly to  
24 members of the Settlement Class and posted on the Settlement Website.

25       **11.**    “Class Vehicles” means the following vehicles: (1) a 2003 Honda  
26 Accord Sedan or Coupe with Side Airbags identified by VIN in an Exhibit that is  
27 to be filed with the Court prior to the Notice Date; (2) a 2004 Accord Sedan with  
28

1 Side Airbags manufactured before April 8, 2004 identified by VIN in an Exhibit  
2 that is to be filed with the Court prior to the Notice Date; (3) a 2004 Accord Coupe  
3 with Side Airbags identified by VIN in an Exhibit that is to be filed with the Court  
4 prior to the Notice Date; or (4) a 2008 Accord Sedan manufactured before June 12,  
5 2008. Class Vehicles shall not include any vehicles listed in this Paragraph that  
6 were: (a) salvaged prior to any Reimbursable Deployment; and/or  
7 (b) manufactured for use in a foreign country; and/or (c) previously registered in a  
8 country other than the United States.

9 **12.** “Court” means the United States District Court for the Central District  
10 of California.

11 **13.** “Days” means calendar days, except that when computing any period  
12 of time prescribed or allowed by this Agreement, the day of the act, event or  
13 default from which the designated period of time begins to run shall not be  
14 included. Furthermore, when computing any period of time prescribed or allowed  
15 by this Agreement, the last day of the period so computed shall be included, unless  
16 it is a Saturday, a Sunday or a Federal or State of California legal holiday, in which  
17 event the period runs until the end of the next day which is not a Saturday, Sunday  
18 or Federal or State of California legal holiday.

19 **14.** “Defense Counsel” means Latham & Watkins LLP and Dykema  
20 Gossett LLP.

21 **15.** “Deployment Class” means all Persons in the United States and the  
22 District of Columbia who purchased or leased: (1) a 2003 Honda Accord Sedan or  
23 Coupe with Side Airbags for which the owner or lessee complained to AHM or an  
24 Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and  
25 identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice  
26 Date; (2) a 2004 Accord Sedan with Side Airbags manufactured before April 8,  
27 2004 for which the owner or lessee complained to AHM or an Authorized Honda  
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1 Dealer about a Reimbursable Deployment of a Side Airbag and identified by VIN  
2 in an Exhibit that is to be filed with the Court prior to the Notice Date; (3) a 2004  
3 Accord Coupe with Side Airbags for which the owner or lessee complained to  
4 AHM or an Authorized Honda Dealer about a Reimbursable Deployment of a Side  
5 Airbag and identified by VIN in an Exhibit that is to be filed with the Court prior  
6 to the Notice Date; and (4) a 2008 Accord Sedan manufactured before June 12,  
7 2008 with Side Airbags for which the owner or lessee complained to AHM or an  
8 Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and  
9 identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice  
10 Date.

11 **16.** “Effective Date” means the date defined in Section XII.

12 **17.** “Final Approval Hearing” means the hearing at which the Court  
13 orders final approval of the Settlement.

14 **18.** “Final” means final as defined in Section XII, Paragraph 2.

15 **19.** “Final Order and Judgment” means the order defined in Section X,  
16 except that any reduction to an award of Attorneys’ Fees and Costs shall not  
17 constitute a material alteration.

18 **20.** “Incentive Awards” means the award sought by Plaintiffs pursuant to  
19 Section VII, Paragraph 1 and allowed by the Court.

20 **21.** “Injunctive Class” means all Persons in the United States and the  
21 District of Columbia who purchased or leased a new or used 2008 Accord Sedan  
22 manufactured before June 12, 2008.

23 **22.** “Litigation” means the action captioned Gutierrez, et al. v. American  
24 Honda Motor Co., Inc., Case No. 5:09-cv-01517-JZ-OP (C.D. Cal., filed Aug. 10,  
25 2009).

26 **23.** “Notice Administrator” means AHM and third parties from whom  
27 AHM may, at its discretion, seek assistance from to administer notice and the  
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1 Settlement Website.

2       **24.** “Notice And Administrative Costs” means the reasonable and  
3 authorized costs and expenses of providing notice in accordance with the  
4 Preliminary Approval Order and all reasonable and authorized costs and expenses  
5 incurred in administering the Settlement.

6       **25.** “Notice Date” means the date by which AHM must both complete the  
7 mailing of Class Notice to the Settlement Class in accordance with the terms set  
8 forth in Section V, Paragraph 5, and create and activate the Settlement Website.

9       **26.** “Opt Out” shall refer to a member of the Settlement Class who  
10 properly and timely submits a request for exclusion from the Settlement as set forth  
11 in Section VI, Paragraph 2. An Opt Out who is a member of the Deployment Class  
12 may rescind a request for exclusion by submitting a Claim Form to AHM to obtain  
13 benefits of the Settlement.

14       **27.** “Opt Out List” shall refer to the list compiled by AHM pursuant to  
15 Section VI, Paragraph 2(E), identifying those members of the Settlement Class  
16 who properly Opt Out.

17       **28.** “Opt Out and Objection Date” means the date, to be set by the Court,  
18 by which a request for exclusion must be submitted to AHM in order for a member  
19 of the Settlement Class to be excluded from the Settlement and the date by which  
20 members of the Settlement Class must file objections (if any) to the Settlement.

21       **29.** “Parties” means Plaintiffs, Settlement Class Members together with  
22 AHM. Plaintiffs and Settlement Class Members shall be collectively referred to as  
23 one “Party,” with AHM being the other “Party.”

24       **30.** “Person” means an individual, corporation, partnership, limited  
25 partnership, limited liability company, association, member, joint stock company,  
26 estate, legal representative, trust, unincorporated association, any business or legal  
27 entity and such individual’s or entity’s spouse, heirs, predecessors, successors,  
28

1 representatives and assignees.

2       **31.** “Personal Injury” means any identifiable injury to a person’s body  
3 according to objective medical criteria as adjudged by a licensed medical  
4 healthcare professional pursuant to an appropriate standard of care.

5       **32.** “Plaintiffs” mean Heather Gutierrez and Connie Kaupa. Individually,  
6 Ms. Gutierrez and Ms. Kaupa are each considered a “Plaintiff.”

7       **33.** “Preliminary Approval Date” means the date the Preliminary  
8 Approval Order has been entered by the Court and received by counsel for the  
9 Parties.

10       **34.** “Preliminary Approval Order” means the order defined in Section IX,  
11 Paragraph 1, and attached hereto without material alteration as Exhibit C.

12       **35.** “Reimbursable Deployment” means a deployment of a Side Airbag in  
13 a Class Vehicle in a situation where deployment of the Side Airbag was otherwise  
14 not warranted. Deployments caused by misuse or abuse shall be excluded from the  
15 definition of Reimbursable Deployment and deployments caused by other typical  
16 triggers for a Side Airbag deployment (regardless of whether the deployment was  
17 expected by the driver of the vehicle), including but not limited to collisions, side  
18 impacts and other impacts of sufficient magnitude based upon the manufacturing  
19 standards implemented by AHM shall also be excluded from the definition of  
20 Reimbursable Deployment.

21       **36.** “Release” means the release and discharge, as of the Effective Date,  
22 by Plaintiffs and all Settlement Class Members (and their respective successors,  
23 assigns and insurers) of the Released Persons of and from all Released Claims and  
24 shall include the agreement and commitment by Plaintiffs and all Settlement Class  
25 Members to not now or hereafter initiate, maintain or assert against the Released  
26 Persons or any of them any and all causes of action, claims, rights, demands,  
27 actions, claims for damages, equitable, legal or administrative relief, interest,  
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1 demands or rights, including without limitation, claims for damages of any kind,  
2 including those in excess of actual damages, whether based on federal, state or  
3 local law, statute, ordinance, regulation, contract, common law or any other  
4 sources that have been, could have been, may be or could be alleged or asserted  
5 now or in the future by Plaintiffs or any Settlement Class Members against the  
6 Released Persons or any of them in this Litigation or in any other court action or  
7 before any administrative body (including any regulatory entity or organization),  
8 tribunal, arbitration panel or other adjudicating body arising out of or related to the  
9 Released Claims.

10 **37.** “Released Claims” means any and all claims, actions, causes of  
11 action, rights, demands, suits, debts, liens, contracts, agreements, offsets or  
12 liabilities, including but not limited to tort claims, claims for breach of contract,  
13 breach of the duty of good faith and fair dealing, breach of statutory duties, actual  
14 or constructive fraud, misrepresentations, fraudulent inducement, fraudulent  
15 concealment, statutory and consumer fraud, breach of fiduciary duty, unfair  
16 business or trade practices, restitution, rescission, compensatory and punitive  
17 damages, injunctive or declaratory relief, attorneys’ fees, interests, costs, penalties  
18 and any other claims, whether known or unknown, alleged or not alleged in this  
19 Litigation, suspected or unsuspected, contingent or matured, under federal, state or  
20 local law, which Plaintiffs or any Settlement Class Member had, now have or may  
21 in the future have with respect to any conduct, acts, omissions, facts, matters,  
22 transactions or oral or written statements or occurrences on or prior to the  
23 Preliminary Approval Date arising from or relating to the Reimbursable  
24 Deployment of a Side Airbag in a Class Vehicle, including, without limitation, that  
25 AHM made false and deceptive representations or omitted material information  
26 about the safety or efficacy of the Side Airbags in those vehicles, that those  
27 vehicles were worth less than what they would otherwise be worth but for any  
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1 alleged defect or that Plaintiffs or the Settlement Class Members lost money or  
2 property as a result of a Reimbursable Deployment of a Side Airbag, as asserted in  
3 this Litigation by Plaintiffs or the Settlement Class Members, including, without  
4 limitation, causes of action for violations of California’s Unfair Competition Law  
5 or Consumer Legal Remedies Act and similar claims under the consumer  
6 protection or deceptive trade practices acts and common law of other states,  
7 territories and the District of Columbia, but excluding claims for Personal Injury.

8 **38.** “Released Persons” means AHM, all of AHM’s parents, subsidiaries  
9 and affiliates, including but not limited to Honda Motor Co., Ltd., Honda of  
10 America Mfg., Inc. and Honda de Mexico, S.A. de C.V.; all Authorized Honda  
11 Dealers and distributors; and each of the foregoing’s respective past, present and  
12 future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint  
13 venturers, partnerships, limited liability companies, corporations, unincorporated  
14 entities, divisions, groups, suppliers, vendors, directors, officers, shareholders,  
15 members, employees, partners, agents, insurers and attorneys.

16 **39.** “Releasing Persons” means Plaintiffs, on behalf of themselves and all  
17 Settlement Class Members, each Settlement Class Member, and the respective  
18 heirs, administrators, representatives, attorneys, agents, partners, successors,  
19 insurers and assigns of each Plaintiff and Settlement Class Member.

20 **40.** “Settlement” means the settlement set forth in this Agreement.

21 **41.** “Settlement Website” means a website that will be created and  
22 maintained by AHM and which will contain relevant documents and information  
23 about the Settlement, including this Agreement, the Class Notice and the Claim  
24 Form.

25 **42.** “Settlement Class” means all Persons who fall within the definition of  
26 the Deployment Class or Injunctive Class as defined in Section III, Paragraphs 1-2.  
27 Excluded from the Settlement Class are Class Counsel, AHM, AHM’s officers,  
28

1 directors and employees, the officers, directors and employees of AHM's affiliated  
2 companies, issuers of extended vehicle warranties and any judge to whom the  
3 Litigation has been or is assigned.

4 **43.** "Settlement Class Members" means all Persons in the Settlement  
5 Class who do not exclude themselves pursuant to Section VI, Paragraph 2.

6 **44.** "Side Airbag" means a seat-mounted side airbag or roof rail-mounted  
7 curtain airbag in a Class Vehicle and all components that comprise the Side Airbag  
8 system in such a vehicle. Specifically excluded from the definition of Side Airbag  
9 are front airbags of any kind (whether driver or passenger) and knee airbags.

10 **45.** "VIN" means Vehicle Identification Number.

11 **46.** The plural of any defined term includes the singular, and the singular  
12 of any defined term includes the plural, as made necessarily in context.

13 **III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS**

14 **1.** The Parties stipulate to certification pursuant to Fed. R. Civ. P.  
15 23(b)(2), for settlement purposes only, of the following Injunctive Class:

16 All Persons in the United States and the District of Columbia who  
17 purchased or leased a new or used 2008 Accord Sedan manufactured  
before June 12, 2008.

18 Specifically excluded from the Injunctive Class are the following  
19 Persons:

- 20 (i) Class Counsel;
- 21 (ii) AHM; AHM's officers, directors and employees; the officers,  
22 directors and employees of AHM's affiliated companies;  
23 issuers of extended vehicle warranties; and
- 24 (iii) The judges who have presided over this Litigation.

25 **2.** The Parties stipulate to certification pursuant to Fed. R. Civ. P.  
26 23(b)(3), for settlement purposes only, of the following Deployment Class:

27 All Persons in the United States and the District of Columbia who  
28 purchased or leased: (1) a 2003 Honda Accord Sedan or Coupe with  
Side Airbags for which the owner or lessee complained to AHM or an  
Authorized Honda Dealer about a Reimbursable Deployment of a  
Side Airbag and identified by VIN in an Exhibit that is to be filed with  
the Court prior to the Notice Date; (2) a 2004 Accord Sedan with Side  
Airbags manufactured before April 8, 2004 which the owner or lessee  
complained to AHM or an Authorized Honda Dealer about a

1 Reimbursable Deployment of a Side Airbag and identified by VIN in  
2 an Exhibit that is to be filed with the Court prior to the Notice Date;  
3 (3) a 2004 Accord Coupe with Side Airbags which the owner or lessee  
4 complained to AHM or an Authorized Honda Dealer about a  
5 Reimbursable Deployment of a Side Airbag and identified by VIN in  
6 an Exhibit that is to be filed with the Court prior to the Notice Date;  
7 and (4) a 2008 Accord Sedan manufactured before June 12, 2008 with  
8 Side Airbags for which the owner or lessee complained to AHM or an  
9 Authorized Honda Dealer about a Reimbursable Deployment of a  
10 Side Airbag and identified by VIN in an Exhibit that is to be filed with  
11 the Court prior to the Notice Date.

Specifically excluded from the Deployment Class are the following  
Persons:

- 8 (i) Class Counsel;
- 9 (ii) AHM; AHM's officers, directors and employees; the officers,  
10 directors and employees of AHM's affiliated companies;  
11 issuers of extended vehicle warranties; and
- 12 (iii) The judges who have presided over this Litigation.

13 **3.** Solely for the purpose of implementing this Agreement and  
14 effectuating the Settlement, AHM stipulates to the Court entering an order  
15 preliminarily certifying the Settlement Classes, appointing Plaintiffs as  
16 representatives of the Settlement Classes and appointing the following as Class  
17 Counsel:

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18 Alfredo Torrijos, Esq.  
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26 **4.** The Parties stipulate that AHM will be appointed by the Court as  
27 Notice Administrator.

28 **5.** Solely for the purpose of implementing this Agreement and

1 effectuating the Settlement, AHM stipulates that Plaintiffs and Class Counsel are  
2 adequate representatives of both the Injunctive Class and Deployment Class.

3 **IV. BENEFITS TO SETTLEMENT CLASS MEMBERS**

4 **1.** AHM agrees to provide the following benefits to the Deployment  
5 Class:

6 **A.** Members of the Deployment Class are entitled, subject to the  
7 terms of this Agreement and the right of AHM to audit all such claims, to  
8 reimbursement of all expenses incurred but not previously reimbursed to  
9 repair or replace the Side Airbag.

10 **B.** Notwithstanding Section IV, Paragraph 1(A), a member of the  
11 Deployment Class will not be entitled to reimbursement by AHM for any  
12 amounts for which he or she has been previously reimbursed in any manner  
13 whatsoever, including but not limited to any amounts paid by insurance,  
14 discounts given by the Person who performed work on the Side Airbag and  
15 vehicle or “goodwill” or other credits from AHM.

16 **C.** Notwithstanding Section IV, Paragraph 1(A), a member of the  
17 Deployment Class will not be entitled to reimbursement by AHM if there is  
18 evidence that abuse or misuse of the vehicle caused the Side Airbag to  
19 deploy or if it is otherwise established that the vehicle did not experience a  
20 Reimbursable Deployment. A member of the Deployment Class will also  
21 not be entitled to reimbursement by AHM if his or her vehicle was salvaged  
22 prior to any Reimbursable Deployment, manufactured for use in a foreign  
23 country or previously registered in a country other than the United States.  
24 The process for addressing any disputes regarding the denial of a claim is  
25 described in Section IV, Paragraph 3.

26 **D.** A Deployment Class Member who experienced a Reimbursable  
27 Deployment prior to the Effective Date but whose vehicle’s Side Airbag  
28

1 remains unrepaired shall be entitled to the injunctive relief set forth below in  
2 Section IV, Paragraph 2.

3 **2.** AHM also agrees to the following injunctive relief for the Injunctive  
4 Class:

5 **A.** Subject to the terms of this Agreement, AHM agrees to repair  
6 or replace (at AHM's election) the Side Airbag for members of the  
7 Injunctive Class who experience a Reimbursable Deployment of a Side  
8 Airbag, provided that the member of the Injunctive Class presents a claim  
9 for Reimbursable Deployment to an Authorized Honda Dealer within two  
10 (2) years of the Effective Date.

11 **B.** AHM has the right to deny, in its discretion, a request to repair  
12 or replace the Side Airbag made by a member of the Injunctive Class if there  
13 is evidence that abuse or misuse of his or her vehicle caused the Side Airbag  
14 to deploy or if it is otherwise established that the vehicle did not experience  
15 a Reimbursable Deployment. A member of the Injunctive Class will also  
16 not be entitled to reimbursement by AHM if his or her vehicle was salvaged  
17 prior to any Reimbursable Deployment, manufactured for use in a foreign  
18 country or previously registered in a country other than the United States.  
19 The process for addressing any disputes regarding such a denial is described  
20 in Section IV, Paragraph 3.

21 **3.** In the event that AHM determines that misuse or abuse of a vehicle  
22 caused the Side Airbag to deploy or that the vehicle otherwise did not experience a  
23 Reimbursable Deployment, AHM will give the Settlement Class Member and  
24 Class Counsel written notice of its decision to deny benefits to the Settlement Class  
25 Member, including all reasons therefor, within thirty (30) Days of the date the  
26 Settlement Class Member made the request for reimbursement. AHM shall  
27 provide the Settlement Class Member and Class Counsel with all relevant  
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1 documentation, maintenance records, pictures, and other evidence that support or  
2 contradict its decision to deny benefits. The Settlement Class Member, whose  
3 claim has been rejected in whole or in part, shall within thirty (30) Days from the  
4 date of mailing AHM's written notice, serve upon AHM and Class Counsel a  
5 statement of reasons indicating the Settlement Class Member's grounds for  
6 contesting the rejection (if those grounds are contested), along with any supporting  
7 documentation and requesting a review. Class Counsel and Defense Counsel shall  
8 meet and confer within fourteen (14) Days from receipt of the Settlement Class  
9 Member's statement in an attempt to resolve the dispute. If the Parties are unable  
10 to reach an agreement regarding whether the Settlement Class Member is entitled  
11 to benefits under this Settlement Agreement, AHM will seek a determination from  
12 the Court. The burden of proof will be on AHM. Class Counsel shall not be  
13 obligated to represent any Settlement Class Member challenging a decision by  
14 AHM in accordance with this Paragraph.

15       **4.** Nothing in this Agreement, including the benefits given to the  
16 Injunctive Class as part of the Settlement, will be construed as adding to,  
17 diminishing or otherwise affecting any express or implied warranty, duty or  
18 contractual obligation of AHM in connection with any Class Vehicles. AHM may  
19 continue to implement any customer satisfaction or goodwill policy, program or  
20 procedure in its discretion and may extend goodwill consideration to individual  
21 Settlement Class Members on a case by case basis, without regard to their  
22 entitlement to relief under this Agreement, except that double recovery is not  
23 available under the Settlement (i.e., any goodwill or other payment will reduce or  
24 eliminate the right to recover for the same benefit previously provided).

25 **V. NOTICE AND CLAIMS ADMINISTRATION**

26       **1.** The Parties agree that AHM will serve as the Notice Administrator  
27 and jointly request that the Court appoint AHM as Notice Administrator.  
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1           **2.**     The Parties agree that the following Notice Program provides  
2 reasonable notice to the Settlement Class. All Notice and Administrative Costs, as  
3 provided in the Preliminary Approval Order and in this Section will be paid by  
4 AHM.

5           **3.**     On or about ninety (90) Days after the entry of the Preliminary  
6 Approval Order or on such other reasonable date agreed upon by the Parties, AHM  
7 shall provide to Class Counsel a list of all reasonably identifiable VINs for all  
8 Class Vehicles. The list shall be provided in Excel, Access or other similar format  
9 as reasonably requested by Class Counsel.

10           **4.**     To be eligible for any benefits identified in this Settlement  
11 Agreement, the VIN for the applicable Class Vehicle must match a VIN identified  
12 as a Class Vehicle in AHM's records. There shall be no recovery for any VIN that  
13 is not identifiable as a Class Vehicle in AHM's records.

14           **5.**     Procedure for Notice:

15           **A.**     The Notice Date shall be one hundred eleven (111) Days  
16 following the entry of the Preliminary Approval Order.

17           **B.**     By the Notice Date, AHM shall complete mailing the Court-  
18 approved Class Notice (Exhibit B) to all members of the Settlement Class at  
19 their last known or readily ascertainable address by first-class mail, postage  
20 prepaid. In that same mailing, AHM will also send the Court-approved  
21 Claim Form (Exhibit A) to all members of the Deployment Class.

22           **C.**     Prior to mailing the Class Notice and Claim Form, AHM shall  
23 process the Class List against the National Change of Address Database  
24 maintained by the United States Postal Service ("USPS").

25           **D.**     With respect to Class Notices and Claim Forms that are mailed  
26 but returned as undeliverable, if forwarding addresses are provided by the  
27 USPS, the AHM shall re-mail the Class Notice and Claim Form within thirty  
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1 (30) Days. If undeliverable Class Notice and Claim Form are returned  
2 without a forwarding address, then AHM will reprocess those returned Class  
3 Notices and Claim Forms and attempt to obtain updated address information  
4 and re-mail the returned Class Notice and Claim Forms if additional  
5 information is available. AHM will reprocess all returned Class Notices and  
6 Claim Forms received during the sixty (60) Day period after the initial  
7 mailing.

8 **6. Administration of the Deployment Class:**

9 **A.** AHM will administer the claims process for the Deployment  
10 Class in accordance with the terms of the Settlement, any additional  
11 processes agreed to by Class Counsel and Defense Counsel and subject to  
12 the Court's supervision and direction as circumstances may require.

13 **B.** To make a claim, a member of the Deployment Class must  
14 complete and submit a valid, timely and sworn Claim Form and mail that  
15 Claim Form, first class postage prepaid, to the address indicated on the  
16 Claim Form.

17 **(i)** The Class Notice shall set a date of ninety (90) Days  
18 from the date on which they are mailed as the deadline for submitting  
19 a completed Claim Form (the "Claim Deadline"). No Claim Forms  
20 will be honored if postmarked after the Claim Deadline. All original  
21 Claim Forms shall be sent to AHM. If a claimant mistakenly sends a  
22 Claim Form to Class Counsel, Class Counsel will forward the  
23 documents to AHM.

24 **(ii)** The Claim Form will require the Settlement Class  
25 Member to attest, under the penalty of perjury, that he or she  
26 experienced a Reimbursable Deployment of one or more Side Airbags  
27 and the amount of out-of-pocket expenses he or she incurred for the  
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repair or replacement of the Side Airbag.

**C.** Upon receipt of a Claim Form, AHM will log the date of receipt, the postmark date, the name of the Settlement Class Member submitting the claim and the VIN for the subject vehicle. Beginning two weeks after the mailing of Class Notice and continuing every two weeks until the Effective Date, AHM will provide Class Counsel with a report of all Claim Forms received by AHM, which will include the date of receipt, the postmark date, the name of the Settlement Class Member submitting the claim and the VIN for the subject vehicle the name of the Settlement Class Member. Within seven (7) Days of Class Counsel’s written request, AHM will provide Class Counsel with a copy of the Claim Form and any other materials submitted in support of the claim.

**D.** For a claimant to be eligible for recovery, the Claim Form must be timely and valid. To be timely, it must be postmarked by the Claim Deadline. To be valid, it must be completed in full and signed under penalty of perjury.

**(i)** Upon receipt of a Claim Form, AHM will review and evaluate each Claim Form for validity, timeliness and completeness.

**(ii)** If the Claim Form is timely but incomplete (e.g., the Claim Form is not signed or the required documentation has not been provided or is incomplete), AHM shall give the member of the Deployment Class notice of the deficiencies, and he or she shall have thirty (30) Days from the date of AHM’s written notice to cure the deficiencies. AHM will provide notice concurrently to Class Counsel.

**(a)** AHM will have fourteen (14) Days after receipt of a Claim Form to advise the member of the Deployment Class and Class Counsel of any deficiencies in the Claim Form. Any

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Claim Form that is not challenged by this deadline is presumed to be complete, and the member of the Deployment Class shall be included in the Class Member Payment List.

(b) If the member of the Deployment Class cures the deficiencies identified by AHM within the thirty (30) Day period following notice by AHM and AHM thereafter determines that the Claim Form is complete, the member of the Deployment Class shall be included in the Class Member Payment List.

E. If AHM determines that misuse or abuse of a vehicle caused the Side Airbag to deploy or that the vehicle otherwise did not experience a Reimbursable Deployment, AHM will follow the process described in Section IV, Paragraph 3.

F. AHM will maintain records of all Claim Forms submitted until the later of (i) one hundred eighty (180) Days after the Effective Date or (ii) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court and to Class Counsel upon request. The Parties will otherwise cooperate in good faith to provide other reports, information or documents that they each might require.

G. No later than thirty (30) Days after all deadlines for correcting deficiencies in the Claim Form have passed, AHM will provide to Class Counsel a report containing the names and addresses of each member of the Deployment Class who submitted a timely and valid Claim Form. This list shall be known as the Class Member Payment List.

H. AHM will provide reimbursement to all members of the Deployment Class included on the Class Member Payment List within sixty

1 (60) Days after the Effective Date. In the event a dispute regarding whether  
2 the Deployment Class Member experienced a Reimbursable Deployment is  
3 resolved in favor of the Deployment Class Member, AHM will provide  
4 reimbursement to that Class Member at the same time as those members of  
5 the Deployment Class that are included on the Class Member Payment List  
6 or within thirty (30) Days after the resolution of the dispute, whichever is  
7 later.

8 **7. Administration of the Injunctive Class:**

9 **A.** AHM will maintain records of all members of the Injunctive  
10 Class who receive, pursuant to the Settlement, repair or replacement of a  
11 Reimbursable Deployment for one hundred eighty (180) Days after the last  
12 day on which a member of the Injunctive Class can present a vehicle for  
13 repair or replacement of a Side Airbag. Such records may be provided to the  
14 Court upon request and to Class Counsel to the extent necessary to resolve  
15 claims determination issues pursuant to this Agreement and Settlement.  
16 AHM will provide other reports or information regarding members of the  
17 Injunctive Class who receive, pursuant to the Settlement, repair or  
18 replacement of a Reimbursable Deployment to the Court upon request or to  
19 Class Counsel as they may reasonably require.

20 **8.** Within twenty-one (21) Days of Preliminary Approval, the Notice  
21 Administrator will cause the Settlement Website to be updated to provide  
22 information and relevant documents related to this Settlement, including but not  
23 limited to, the following: applicable deadlines; Class Notice; a downloadable  
24 Claim Form that may be submitted by United States mail; orders of the Court  
25 pertaining to the Settlement; this Agreement; a toll-free telephone number; and  
26 contact addresses (both e-mail and United States mail) for questions. The  
27 Settlement Website shall remain for two (2) years after the Effective Date. Class  
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1 Counsel and Defense Counsel shall agree on all information and documents to be  
2 posted on the Settlement Website.

3 **9.** Within ten (10) Days of the Preliminary Approval Date, AHM shall  
4 serve CAFA Notices upon the proper parties and comply with the notice provisions  
5 of the Class Action Fairness Act, 28 U.S.C. § 1715.

6 **10.** Any dispute relating to AHM's performance of its duties as Notice  
7 Administrator, including AHM's administration of the claims process shall be  
8 referred to the District Court if the dispute cannot be resolved by the Parties.

9 **VI. OBJECTIONS AND OPT OUT RIGHTS**

10 **1.** Any Settlement Class Member who intends to object to the Settlement  
11 must do so on or before the Opt Out and Objection Date.

12 **A.** In order to object, the Settlement Class Member must include in  
13 the objection submitted to the Court and served on Class Counsel and  
14 Defense Counsel: (i) the name, address and telephone number of the Person  
15 objecting and, if represented by counsel, of his or her counsel; (ii) the model  
16 year and VIN of the Settlement Class Member's Class Vehicle; (iii) a  
17 written statement of all grounds for the objection accompanied by any legal  
18 support for such objection; (iv) copies of any papers, briefs or other  
19 documents upon which the objection is based; (v) a statement of whether the  
20 objector intends to appear at the Final Approval Hearing; and (vi) if the  
21 objector intends to appear at the Final Approval Hearing through counsel,  
22 the objection must also identify the attorney(s) representing the objector who  
23 will appear at the Final Approval Hearing.

24 **B.** Any objecting Settlement Class Member who appeals a grant of  
25 Final Approval may be required to post an appeal bond.

26 **C.** Any Settlement Class Member who fails to timely file and  
27 serve a written objection and notice of his or her intent to appear at the Final  
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1 Approval Hearing pursuant to this Paragraph, as detailed in the Class Notice,  
2 shall not be permitted to object to the approval of the Settlement at the Final  
3 Approval Hearing and shall be foreclosed from seeking any review of the  
4 Settlement or the terms of the Agreement by appeal or other means. Unless  
5 otherwise ordered by the Court, Settlement Class Members who do not  
6 timely make their objections in this manner will be deemed to have waived  
7 all objections and shall not be heard or have the right to appeal approval of  
8 the Settlement.

9 **D.** Any objector electing to be represented by counsel shall be  
10 solely responsible for any fees and costs incurred or charged by such  
11 counsel, and in no event shall the Parties be responsible for such fees or  
12 costs.

13 **2.** A member of the Settlement Class (whether a member of the  
14 Deployment Class or Injunctive Class) who wishes to opt out of the Settlement  
15 Class must do so on or before the Opt Out and Objection Date.

16 **A.** In order to opt out, a member of the Settlement Class must  
17 complete and send to AHM a request for exclusion that is post-marked no  
18 later than the Opt Out and Objection Date. The request for exclusion must  
19 include (i) the name, address, telephone number of the person opting out,  
20 (ii) the model year and VIN of his or her Class Vehicle and (iii) a statement  
21 indicating his or her wish to be excluded from the Settlement Class that is  
22 personally signed by the member Settlement Class requesting exclusion.

23 **B.** Opt Outs may be done on an individual basis only; so-called  
24 “mass” or “class” opt outs shall not be allowed.

25 **C.** Except for those who timely and properly file a request for  
26 exclusion, all other members of the Deployment Class and Injunctive Class  
27 will be deemed to be Settlement Class Members for all purposes under the  
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1 Agreement, and upon the Effective Date, will be bound by its terms,  
2 regardless of whether they file a Claim Form or receive relief.

3 **D.** Any Person who properly opts out of the Settlement Class shall  
4 not: (i) be bound by any orders or judgments entered in this Litigation after  
5 the date of exclusion; (ii) be entitled to any relief under, or be affected by,  
6 the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be  
7 entitled to object to any aspect of the Settlement.

8 **E.** AHM will provide Class Counsel with the Opt Out List within  
9 seven (7) business Days after the Opt Out and Objection Date.

10 **3.** The Opt Out and Objection Date shall be ninety (90) Days after the  
11 Notice Date.

12 **VII. PLAINTIFFS' INCENTIVE AWARDS AND ATTORNEYS' FEES**  
13 **AND EXPENSES**

14 **1.** Incentive Awards:

15 **A.** Plaintiffs will petition the Court for Incentive Awards for  
16 Plaintiffs Gutierrez and Kaupa in an amount not to exceed \$10,000 for Ms.  
17 Kaupa and \$5,000 for Ms. Gutierrez. AHM will not oppose Plaintiffs'  
18 application for said Incentive Awards.

19 **B.** If the Court approves the Incentive Awards, AHM will pay  
20 Plaintiffs the total amount of the Incentive Awards approved by the Court,  
21 not to exceed \$15,000, no later than forty-five (45) Days after the Effective  
22 Date, provided that Plaintiffs have previously provided AHM with  
23 completed W-9 and wire transfer forms.

24 **2.** Attorneys' Fees and Expenses:

25 **A.** Class Counsel will petition the Court for an award of  
26 Attorneys' Fees and Expenses in an amount not to exceed \$1,180,000.  
27 AHM will not oppose Class Counsel's application for said award of fees and  
28 expenses. If approved by the Court, Class Counsel's Attorneys' Fees and

1 Expenses will be paid no later than forty-five (45) Days after the Effective  
2 Date, provided that Class Counsel have previously provided AHM with  
3 completed W-9 and wire transfer forms. Class Counsel agree that upon  
4 payment by AHM of the Attorneys' Fees and Expenses as directed by the  
5 Court, pursuant to the wire transfer information provided by Class Counsel,  
6 AHM's obligations to Class Counsel shall be fully satisfied and discharged,  
7 and Class Counsel shall have no further or other claim in relation to this  
8 Litigation or this Agreement against AHM of any sort, including but not  
9 limited to a claim for enforcement of any attorneys lien.

10 **3.** Class Counsel will file their applications with the Court for the  
11 Attorneys' Fees and Expenses and Incentive Awards within seventy-five (75) Days  
12 of the Notice Date.

13 **4.** In no event shall AHM's exposure for Attorneys' Fees and Expenses  
14 exceed \$1,180,000. In no event shall AHM's exposure for Plaintiffs' Incentive  
15 Awards exceed \$15,000. The Parties agree that AHM will not in any event or  
16 circumstance be required to pay any other amounts to Plaintiffs other than those  
17 amounts that may be required pursuant to this Section and Section IV, Paragraph 1.

18 **5.** The Parties agree that the Court's approval or denial of any request for  
19 Attorneys' Fees and Expenses are not conditions to this Agreement and are to be  
20 considered by the Court separately from the fairness, reasonableness and adequacy  
21 of the Settlement. Any order or proceeding relating to the application by Class  
22 Counsel of an award for Attorneys' Fees and Expenses shall not operate to  
23 terminate or cancel this Agreement.

24 **VIII. NOTICES**

25 **1.** All Notices to Class Counsel and Defense Counsel required by the  
26 Agreement shall be made in writing and communicated by facsimile and United  
27 States mail to the following addresses:  
28

1 All Notices to Class Counsel or Plaintiffs shall be sent to:

2 Mike Arias, Esq.  
3 Alfredo Torrijos, Esq.  
4 Arias, Ozzello & Gignac, LLP  
5 6701 Center Drive West, 14th Floor  
6 Los Angeles, California 90045  
7 Telephone: (310) 670-1600  
8 Facsimile: (310) 670-1231  
9 E-mail: marias@aogllp.com  
10 atorrijos@aogllp.com

Jordan S. Esensten, Esq.  
Wasserman, Comden, Casselman &  
Esensten, L.L.P.  
5567 Reseda Boulevard, Suite 330  
P.O. Box 7033  
Tarzana, California 91357  
Telephone: (818) 705-6800  
Facsimile: (818) 996-8266  
E-mail: jesensten@wccelaw.com

7 Brian D. Chase, Esq.  
8 Bisnar Chase  
9 One Newport Place  
10 1301 Dove Street, Suite 120  
11 Newport Beach, California 92660  
12 Telephone: (949) 752-2999  
13 Facsimile: (949) 752-2777  
14 E-mail: bchase@bisnarchase.com

12 All Notices to Defense Counsel or AHM provided herein shall be sent to:

13 Mark S. Mester, Esq.  
14 Latham & Watkins LLP  
15 233 South Wacker Drive, Suite 5800  
16 Chicago, Illinois 60606  
17 Telephone: (312) 876-7700  
18 Facsimile: (312) 993-9767  
19 E-mail: mark.mester@lw.com

Derek S. Whitefield, Esq.  
Dykema Gossett LLP  
333 South Grand Avenue, Suite 2100  
Los Angeles, California 90071  
Telephone: (213) 457-1800  
Facsimile: (213) 457-1850  
E-mail: dwhitefield@dykema.com

18 2. The notice recipients and addresses designated in this Section may be  
19 changed by written request.

20 3. Upon the request of any Party, the Parties agree to promptly provide  
21 each other with copies of comments, objections, requests for exclusion or other  
22 documents or filings received as a result of the Class Notice.

23 **IX. SETTLEMENT APPROVAL PROCESS**

24 1. After execution of this Agreement, Plaintiffs shall promptly move the  
25 Court to enter the Preliminary Approval Order, which is without material alteration  
26 from Exhibit C hereto, which:

- 27 A. Preliminarily approves this Agreement;  
28 B. Certifies the Deployment Class and Injunctive Class;

1           **C.**     Schedules a Final Approval Hearing to consider the fairness,  
2           reasonableness and adequacy of the proposed Settlement and whether it  
3           should be finally approved by the Court, such Final Approval Hearing to be  
4           no earlier than one hundred twenty (120) Days after the Notice Date, subject  
5           to Court approval;

6           **D.**     Finds that the proposed Settlement is sufficiently fair,  
7           reasonable and adequate to warrant providing notice to the Settlement Class;

8           **E.**     Appoints the Notice Administrator in accordance with the  
9           provisions of Section V, Paragraph 1;

10          **F.**     Approves the Class Notice, the content of which is without  
11          material alteration from Exhibit B hereto, and directs notice to be provided  
12          in accordance with Section V, Paragraph 5 of this Agreement;

13          **G.**     Approves the Claim Form, the content of which is without  
14          material alteration from Exhibit A hereto, and sets a Claim Deadline;

15          **H.**     Approves the creation of the Settlement Website as defined in  
16          Section V, Paragraph 8;

17          **I.**     Finds that notice as provided for in Section V, Paragraph 5 of  
18          this Agreement: (i) is reasonable and constitutes due, adequate and  
19          sufficient notice to all Persons entitled to receive notice; (ii) is reasonably  
20          calculated, under the circumstances, to apprise the Settlement Class of the  
21          pendency of this Litigation and of their right to object to or exclude  
22          themselves from (as applicable) the proposed Settlement; and (iii) meets all  
23          applicable requirements of applicable law;

24          **J.**     Requires any Person who wishes to exclude himself or herself  
25          from the Settlement Class to submit an appropriate, timely request for  
26          exclusion, postmarked no later than ninety (90) Days after the Notice Date,  
27          or as the Court may otherwise direct, to AHM at the address on the Notice;  
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1           **K.** Preliminarily enjoins all Settlement Class Members unless they  
2 timely excluded themselves from (i) filing, commencing, prosecuting,  
3 intervening in or participating as a plaintiff, claimant or class member in any  
4 other lawsuit or administrative, regulatory, arbitration or other proceeding in  
5 any jurisdiction based on, relating to or arising out of the claims and causes  
6 of action or the facts and circumstances giving rise to this Litigation or the  
7 Released Claims; (ii) filing, commencing or prosecuting a lawsuit or  
8 administrative, regulatory, arbitration or other proceeding as a class action  
9 on behalf of any Settlement Class Members who have not timely excluded  
10 themselves (including by seeking to amend a pending Complaint to include  
11 class allegations or seeking class certification in a pending action), based on,  
12 relating to or arising out of the claims and causes of action or the facts and  
13 circumstances giving rise to this Litigation or the Released Claims; and  
14 (iii) attempting to effect Opt Outs of individuals or a class of individuals in  
15 any lawsuit or administrative, regulatory, arbitration or other proceeding  
16 based on, relating to or arising out of the claims and causes of action or the  
17 facts and circumstances giving rise to this Litigation or the Released Claims.  
18 This Agreement is not intended to prevent Settlement Class Members from  
19 participating in any action or investigation initiated by a state or federal  
20 agency;

21           **L.** Orders that any Settlement Class Member who does not become  
22 an Opt Out will be bound by all proceedings, orders and judgments in this  
23 Litigation, even if such Settlement Class Member has previously initiated or  
24 subsequently initiates individual litigation or other proceedings encompassed  
25 by the Release;

26           **M.** Requires each Settlement Class Member who is not an Opt Out  
27 and who wishes to object to the fairness, reasonableness or adequacy of this  
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1 Agreement or the proposed Settlement or to the Attorneys' Fees and  
2 Expenses to file with the Court and serve on Class Counsel no later than  
3 ninety (90) Days after the Notice Date, or as the Court may otherwise direct,  
4 a statement of the objection signed by the Settlement Class Member  
5 containing all of the following information:

6 (i) The objector's full name, address and telephone number;

7 (ii) The model year and VIN of the Settlement Class  
8 Member's Class Vehicle;

9 (iii) A written statement of all grounds for the objection  
10 accompanied by any legal support for such objection;

11 (iv) Copies of any papers, briefs or other documents upon  
12 which the objection is based;

13 (v) A statement that the objector intends to appear at the  
14 Final Approval Hearing; and

15 (vi) If the objector intends to appear at the Final Approval  
16 Hearing through counsel, the objection must also identify the  
17 attorney(s) representing the objector who will appear at the Final  
18 Approval Hearing;

19 **N.** Requires any response to an objection shall be filed with the  
20 Court no later than seven (7) Days prior to the Final Approval Hearing;

21 **O.** Specifies that any Settlement Class Member who does not file a  
22 timely written objection to the Settlement, who does not appear at the Final  
23 Approval Hearing, or who fails to otherwise comply with the requirements  
24 of Section VI, Paragraph 1 shall be foreclosed from seeking any adjudication  
25 or review of this Settlement by appeal or otherwise;

26 **P.** Requires that any attorney hired by a Settlement Class Member  
27 will be hired and compensated at the Settlement Class Member's expense for  
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1 the purpose of objecting to this Agreement or to the proposed Settlement or  
2 to the Attorneys' Fees and Expenses;

3 **Q.** Requires that any attorney hired by a Settlement Class Member  
4 for the purpose of objecting to the proposed Settlement or to the Attorneys'  
5 Fees and Expenses and who intends to make an appearance at the Final  
6 Approval Hearing to provide to Class Counsel and Defense Counsel and to  
7 file with the Clerk of the Court a notice of intention to appear no later than  
8 ninety (90) Days after the Notice Date or as the Court may otherwise direct;

9 **R.** Requires any Settlement Class Member who files and serves a  
10 written objection and who intends to make an appearance at the Final  
11 Approval Hearing to provide to Class Counsel and Defense Counsel and to  
12 file with the Clerk of the Court a notice of intention to appear no later than  
13 ninety (90) Days after the Notice Date or as the Court otherwise may direct;

14 **S.** Directs AHM to establish a post office box in its name to be  
15 used for receiving requests for exclusion and any other communications and  
16 providing that only AHM, Defense Counsel, the Court, the Clerk of the  
17 Court and their designated agents shall have access to this post office box,  
18 except as otherwise provided in this Agreement;

19 **T.** Directs AHM to promptly furnish Class Counsel with copies of  
20 any and all written requests for exclusion that come into its possession,  
21 except as expressly provided in this Agreement;

22 **U.** Directs that Class Counsel shall file their applications for the  
23 Attorneys' Fees and Expenses in accordance with the terms set forth in  
24 Section VII;

25 **V.** Orders AHM to provide the Opt Out List to Class Counsel no  
26 later than seven (7) business Days after the Opt Out and Objection Date, and  
27 then file with the Court the Opt Out List with an affidavit attesting to the  
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1 completeness and accuracy thereof no later than seven (7) business Days  
2 thereafter or on such other date as the Parties may determine; and

3           **W.** Contains any additional provisions agreeable to the Parties that  
4 might be necessary or advisable in order to implement the terms of this  
5 Agreement and the proposed Settlement.

6 **X. FINAL ORDER AND JUDGMENT AND RELEASES**

7           **1.** If this Agreement (including any modification thereto made with the  
8 consent of the Parties as provided for herein) is approved by the Court following  
9 the Final Approval Hearing scheduled by the Court in its Preliminary Approval  
10 Order, the Parties shall request the Court to enter a Final Order and Judgment  
11 pursuant to the Federal Rules of Civil Procedure and all applicable laws, that,  
12 among other things:

13           **A.** Finds that the Court has personal jurisdiction over Plaintiffs and  
14 all Settlement Class Members and that the Court has subject matter  
15 jurisdiction to approve this Settlement and Agreement and all Exhibits  
16 thereto;

17           **B.** Certifies the Deployment Class and Injunctive Class solely for  
18 purposes of this Settlement;

19           **C.** Grants final approval to this Agreement as being fair,  
20 reasonable and adequate as to all Parties, consistent and in compliance with  
21 all requirements of due process and applicable law and in the best interests  
22 of all Parties and directs the Parties and their counsel to implement and  
23 consummate this Agreement in accordance with its terms and provisions;

24           **D.** Declares this Agreement and the Final Order and Judgment to  
25 be binding on and to have res judicata and preclusive effect in all pending  
26 and future lawsuits or other proceedings encompassed by the Release  
27 maintained by or on behalf of Plaintiffs and all other Settlement Class  
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1 Members, as well as their agents, heirs, executors or administrators,  
2 successors and assigns;

3 **E.** Finds that notice as provided for in Section V, Paragraph 5 of  
4 this Agreement: (i) constituted reasonable notice; (ii) constituted notice that  
5 was reasonably calculated under the circumstances to apprise Settlement  
6 Class of the pendency of this Litigation, of their right to object to or exclude  
7 themselves from the proposed Settlement as applicable, of their right to  
8 appear at the Final Approval Hearing and of their right to seek relief;  
9 (iii) constituted reasonable, due, adequate and sufficient notice to all Persons  
10 entitled to receive notice; and (iv) met all applicable requirements of due  
11 process and any other applicable law;

12 **F.** Approves the Claim Form that was distributed to members of  
13 the Deployment Class, the content of which was without material alteration  
14 from Exhibit A hereto;

15 **G.** Finds that Class Counsel and Plaintiffs adequately represented  
16 both the Deployment Class and the Injunctive Class for purposes of entering  
17 into and implementing the Settlement and Agreement;

18 **H.** Dismisses the Litigation now pending before the Court on the  
19 merits and with prejudice and without fees or costs except as provided  
20 herein, in accordance with the terms of the Final Order and Judgment as set  
21 forth herein;

22 **I.** Adjudges that Plaintiffs and the Settlement Class Members  
23 have conclusively compromised, settled, dismissed and released any and all  
24 Released Claims against AHM and the Released Persons;

25 **J.** Approves payment of the Attorneys' Fee and Expenses to Class  
26 Counsel in a manner consistent with Section VII;

27 **K.** Without affecting the finality of the Final Order and Judgment  
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1 for purposes of appeal, reserves jurisdiction over AHM, the Notice  
2 Administrator, Plaintiffs, Class Counsel and each member of the Settlement  
3 Class as to all matters relating to the administration, consummation,  
4 enforcement and interpretation of the terms of the Settlement and Final  
5 Order and Judgment and for any other necessary purposes;

6 **L.** Provides that upon the Effective Date, Plaintiffs and all  
7 Settlement Class Members shall be barred from asserting any Released  
8 Claims against AHM or any Released Persons, and any such Settlement  
9 Class Members shall have released any and all Released Claims as against  
10 AHM and all Released Persons;

11 **M.** Determines that the Agreement and the Settlement provided for  
12 herein and any proceedings taken pursuant thereto are not and should not in  
13 any event be offered or received as evidence of, a presumption, concession,  
14 acknowledgment or an admission of liability or of any misrepresentation or  
15 omission in any statement or written document approved or made by AHM  
16 or any Released Persons or of the suitability of these or similar claims to  
17 class treatment in active litigation and trial; provided, however, that  
18 reference may be made to this Agreement and the Settlement provided for  
19 herein in such proceedings as may be necessary to effectuate the Agreement;

20 **N.** Bars and permanently enjoins all Settlement Class Members  
21 from (i) filing, commencing, prosecuting, intervening in or participating (as  
22 class members or otherwise) in any other lawsuit or administrative,  
23 regulatory, arbitration or other proceeding in any jurisdiction based on,  
24 relating to or arising out of the claims and causes of action or the facts and  
25 circumstances giving rise to this Litigation or the Released Claims, and  
26 (ii) organizing Settlement Class Members into a separate class for purposes  
27 of pursuing as a purported class action any lawsuit or arbitration or other  
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1 proceeding (including by seeking to amend a pending Complaint to include  
2 class allegations or seeking class certification in a pending action) based on,  
3 relating to or arising out of the claims and causes of action or the facts and  
4 circumstances giving rise to this Litigation or the Released Claims, except  
5 that Settlement Class Members are not precluded from participating in any  
6 investigation or suit initiated by a state or federal agency;

7 **O.** Approves the Opt Out List and determines that the Opt Out List  
8 is a complete list of all Persons who have timely requested exclusion from  
9 the Deployment Class and, accordingly, shall neither share in nor be bound  
10 by the Final Order and Judgment except for Opt Outs who subsequently  
11 elect to submit Claim Forms during the Claim Period; and

12 **P.** Authorizes the Parties, without further approval from the Court,  
13 to agree to and adopt such amendments, modifications and expansions of  
14 this Agreement and all Exhibits hereto as (i) shall be consistent in all  
15 material respects with the Final Order and Judgment and (ii) do not limit the  
16 rights of the Parties or Settlement Class Members.

17 **2.** As of the Effective Date, the Releasing Persons are deemed to have  
18 fully released and forever discharged AHM and the Released Persons of and from  
19 all Released Claims by operation of entry of the Final Judgment and Order of  
20 Dismissal.

21 **A.** Subject to Court approval, all Releasing Persons shall be bound  
22 by this Agreement and the Release, and all of their claims shall be dismissed  
23 with prejudice and released, irrespective of whether they received actual  
24 notice of this Litigation or this Settlement.

25 **B.** Without in any way limiting the scope of the Release, this  
26 Release covers, without limitation, any and all claims for attorneys' fees,  
27 costs or disbursements incurred by Class Counsel or any other counsel  
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1 representing Releasing Persons, or any of them, in connection with or related  
2 in any manner to this Litigation, the Settlement, the administration of such  
3 Settlement or the Released Claims.

4 3. The Releasing Persons and the Released Persons expressly  
5 acknowledge that they are familiar with principles of law such as Section 1542 of  
6 the Civil Code of the State of California, which provides as follows:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
8 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**  
9 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
10 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**  
11 **OR HER MIGHT HAVE MATERIALLY AFFECTED HIS OR**  
12 **HER SETTLEMENT WITH THE DEBTOR.**

13 Notwithstanding California or any other law, the Releasing Persons and the  
14 Released Persons hereby expressly agree that the provisions, rights and benefits of  
15 California Civil Code Section 1542 and all similar federal or state laws, rights,  
16 rules or legal principles of any other jurisdiction that may be applicable herein are  
17 hereby knowingly and voluntarily waived, released and relinquished to the fullest  
18 extent permitted by law solely in connection with unknown claims that are the  
19 same as, substantially similar to, or overlap the Released Claims, and the Releasing  
20 Persons and the Released Persons hereby agree and acknowledge that this is an  
21 essential term of the Releases. In connection with the Releases, the Releasing  
22 Persons and the Released Persons acknowledge that they are aware that they may  
23 hereafter discover claims presently unknown and unsuspected or facts in addition  
24 to or different from those which they now know or believe to be true with respect  
25 to matters released herein and that such claims, to the extent that they are the same  
26 as, substantially similar to or overlap the Released Claims, are hereby released,  
27 relinquished and discharged.

28 4. Nothing in the Releases shall preclude any action to enforce the terms  
of this Agreement, including participation in any of the processes detailed herein.

1 **XI. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT**

2 **1.** Within fifteen (15) Days after the occurrence of any of the following  
3 events and upon written notice to counsel for all Parties, a Party shall have the  
4 right to withdraw from the Settlement and terminate this Agreement:

5 **A.** If the Court fails to approve the Agreement as written or if on  
6 appeal the Court's approval is reversed or modified;

7 **B.** If the Court materially alters any of the terms of the Agreement  
8 other than the Attorneys' Fees and Expenses; or

9 **C.** If the Preliminary Approval Order, as described in Section IX,  
10 or the Final Order and Judgment, as described in Section X, is not entered by  
11 the Court or is reversed or modified on appeal, or otherwise fails for any  
12 reason. In the event of a withdrawal pursuant to this Section, any  
13 certification of a Settlement Class will be vacated, without prejudice to any  
14 Party's position on the issue of class certification and the amenability of the  
15 claims asserted in this Litigation to class treatment, and the Parties shall be  
16 restored to their litigation position existing immediately before the execution  
17 of this Agreement.

18 **2.** If members of the Settlement Class properly and timely submit  
19 requests for exclusion as set forth in Section VI, Paragraph 2, thereby becoming  
20 Opt Outs and number more than thirty (30), then AHM may withdraw from the  
21 Settlement and terminate this Agreement. In that event, all of the obligations under  
22 this Agreement shall cease to be of any force and effect; the certification of the  
23 Settlement Class shall be vacated without prejudice to the Parties' position on the  
24 issue of class certification; and the Parties shall be restored to their litigation  
25 position existing immediately before the execution of this Agreement.

26 **A.** In order to elect to withdraw from the Settlement and terminate  
27 this Agreement on the basis set forth in this Section XI, Paragraph 2, AHM  
28 must notify Class Counsel in writing of its election to do so within fifteen

1 (15) business Days of AHM serving the list of Opt-Outs on Class Counsel.

2 **B.** In the event that AHM exercises such right, Class Counsel shall  
3 have thirty (30) calendar Days or such longer period as agreed to by the  
4 Parties to address the concerns of the Opt Outs. If through such efforts the  
5 total number of members of the Opt Out List subsequently becomes and  
6 remains fewer than the number specified in Section XI, Paragraph 2, AHM  
7 shall withdraw its election to withdraw from the Settlement and terminate  
8 the Agreement. In no event, however, shall AHM have any further  
9 obligation under this Agreement to any Opt Out unless he or she withdraws  
10 his/her request for exclusion.

11 **C.** For purposes of this Section XI, Paragraph 2, Opt Outs shall not  
12 include (i) Persons who are specifically excluded from the Settlement Class  
13 under Section III, Paragraphs 1-2 of this Agreement, (ii) Settlement Class  
14 Members who elect to withdraw their request for exclusion, and (iii) Opt  
15 Outs who agree to sign an undertaking that they will not pursue an  
16 individual claim, class claim or any other claim that would otherwise be a  
17 Released Claim as defined in this Agreement.

18 **3.** In the event of withdrawal by AHM in accordance with the terms set  
19 forth in Section XI, Paragraph 2, the Agreement shall be null and void, shall have  
20 no further force and effect with respect to any Party in this Litigation and shall not  
21 be offered in evidence or used in any litigation for any purpose, including the  
22 existence, certification or maintenance of any proposed or existing class or the  
23 amenability of these or similar claims to class treatment. In the event of such  
24 withdrawal, this Agreement and all negotiations, proceedings, documents prepared  
25 and statements made in connection herewith shall be without prejudice to AHM,  
26 Plaintiffs and the Settlement Class Members and shall not be deemed or construed  
27 to be an admission or confession in any way by any Party of any fact, matter or  
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1 proposition of law and shall not be used in any manner for any purpose, and the  
2 Parties to this Litigation shall stand in the same position as if this Agreement had  
3 not been negotiated, made or filed with the Court.

4 **XII. EFFECTIVE DATE**

5 1. The “Effective Date” of this Agreement shall be the date on which the  
6 Court has entered a Final Order and Judgment finally approving this Agreement, as  
7 provided in Section X and the Final Order and Judgment has become Final as  
8 defined in Section XII, Paragraph 2.

9 2. “Final,” when referring to a judgment or order means that (i) the  
10 judgment is a final, appealable judgment; and (ii) either (a) no appeal has been  
11 taken from the judgment as of the date on which all times to appeal therefrom have  
12 expired or (b) an appeal or other review proceeding of the judgment having been  
13 commenced, such appeal or other review is finally concluded and no longer is  
14 subject to review by any court, whether by appeal, petitions or rehearing or re-  
15 argument, petitions for rehearing en banc, petitions for writ of certiorari or  
16 otherwise and such appeal or other review has been finally resolved in a manner  
17 that affirms the Final Order and Judgment in all material respects.

18 3. If, for any reason, this Agreement fails to become Final pursuant to  
19 the foregoing Section XII, Paragraph 2, the orders, judgment and dismissal to be  
20 entered pursuant to this Agreement shall be vacated, and the Parties will be  
21 returned to the status quo ante with respect to this Litigation as if this Agreement  
22 had never been entered into.

23 **XIII. ADDITIONAL PROVISIONS**

24 1. The Recitals and Exhibits to this Agreement are an integral part of the  
25 Settlement and are expressly incorporated and made a part of this Agreement.

26 2. This Agreement is for settlement purposes only. Neither the fact of  
27 nor any provision contained in this Agreement or action taken hereunder shall  
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1 constitute or be construed as an admission of the validity of any claim or any fact  
2 alleged in this Litigation or of any wrongdoing, fault, violation of law or liability  
3 of any kind on the part of AHM or any admission by AHM of any claim or  
4 allegation made in any action or proceeding against AHM or any concession as to  
5 the merit of any of the claims asserted by Plaintiffs in this Litigation. This  
6 Agreement shall not be offered or be admissible in evidence against the Parties or  
7 cited or referred to in any action or proceeding, except in an action or proceeding  
8 brought to enforce its terms. Nothing contained herein is or shall be construed or  
9 admissible as an admission by AHM that Plaintiffs' claims or any similar claims  
10 are suitable for class treatment.

11 **3.** In the event that there are any developments in the effectuation and  
12 administration of this Agreement that are not dealt with by the terms of this  
13 Agreement, then such matters shall be dealt with as agreed upon by the Parties, and  
14 failing agreement, as shall be ordered by the Court. The Parties shall execute all  
15 documents and use their best efforts to perform all acts necessary and proper to  
16 promptly effectuate the terms of this Agreement and to take all necessary or  
17 appropriate actions to obtain judicial approval of this Agreement in order to give  
18 this Agreement full force and effect. The executing of documents must take place  
19 prior to the date scheduled for the Preliminary Approval Hearing.

20 **4.** No Person shall have any claim against Plaintiffs, Class Counsel,  
21 AHM, Defense Counsel, Notice Administrator or the Released Persons or their  
22 agents based on administration of the Settlement substantially in accordance with  
23 the terms of the Agreement or any order of the Court or any appellate court.

24 **5.** Class Counsel and all other counsel of record for Plaintiffs hereby  
25 agree not to disclose non-public information to the media or the press, on the  
26 internet, or in any public forum (other than a court), orally or in writing, that relate  
27 to this Settlement or this Litigation other than information disclosed by the Notice.  
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1           **6.**     This Agreement constitutes the entire agreement between and among  
2 the Parties with respect to the Settlement of this Litigation. This Agreement  
3 supersedes all prior negotiations and agreements and may not be modified or  
4 amended except by a writing signed by the Parties and their respective counsel.  
5 The Parties acknowledge, stipulate, and agree that no covenant, obligation,  
6 condition, representation, warranty, inducement, negotiation or understanding  
7 concerning any part of the subject matter of this Agreement has been made or  
8 relied on except as expressly set forth in this Agreement.

9           **7.**     There shall be no waiver of any term or condition absent an express  
10 writing to that effect by the waiving Party. No waiver of any term or condition in  
11 this Agreement shall be construed as a waiver of a subsequent breach or failure of  
12 the same term or condition, or waiver of any other term or condition of this  
13 Agreement.

14           **8.**     This Agreement may be executed in one or more counterparts, each of  
15 which shall be deemed an original as against any Party who has signed it and all of  
16 which shall be deemed a single agreement.

17           **9.**     This Agreement shall not be construed more strictly against one Party  
18 than another merely because of the fact that it may have been prepared by counsel  
19 for one of the Parties, it being recognized that because of the arm's-length  
20 negotiations resulting in the Agreement, all Parties hereto have contributed  
21 substantially and materially to the preparation of the Agreement. All terms,  
22 conditions and Exhibits are material and necessary to this Agreement and have  
23 been relied upon by the Parties in entering into this Agreement.

24           **10.**    This Agreement shall be construed under and governed by the laws of  
25 the State of California without regard to its choice of law provisions.

26           **11.**    The Court shall retain continuing and exclusive jurisdiction over the  
27 Parties to this Agreement for the purpose of the administration and enforcement of  
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1 this Agreement.

2       **12.** In the event that any one or more of the provisions contained in this  
3 Agreement shall for any reason be held to be invalid, illegal or unenforceable in  
4 any respect, such invalidity, illegality or unenforceability shall not affect the other  
5 provisions, which shall remain in full force and effect as though the invalid, illegal  
6 or unenforceable provision had never been a part of this Agreement as long as the  
7 benefits to AHM or the Settlement Class Members are not materially altered as the  
8 result of the invalid, illegal or unenforceable provision.

9       **13.** All agreements made and orders entered during the course of this  
10 Litigation relating to the confidentiality of information shall survive this  
11 Agreement.

12       **14.** This Agreement will be binding upon and inure to the benefit of the  
13 successors and assigns of the Parties.

14       **15.** Plaintiffs represent and warrant that no portion of any claim, right,  
15 demand, action, or cause of action against the Released Persons that Plaintiffs have  
16 or may have arising out of any allegations made in any of the actions comprising  
17 this Litigation or pertaining to any of the Released Claims, and no portion of any  
18 recovery or settlement to which Plaintiffs may be entitled, has been assigned,  
19 transferred, or conveyed by or for Plaintiffs in any manner; and no Person other  
20 than Plaintiffs have any legal or equitable interest in the claims, demands, actions,  
21 or causes of action referred to in this Agreement as those of Plaintiffs.

22       **16.** The headings used in this Agreement are for the convenience of the  
23 reader only and shall not affect the meaning or interpretation of this Agreement. In  
24 construing this Agreement, the use of the singular includes the plural (and vice-  
25 versa) and the use of the masculine includes the feminine (and vice-versa).

26       **17.** The Parties stipulate to stay all proceedings in this Litigation until the  
27 approval of this Agreement has been finally determined, except the stay of  
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1 proceedings shall not prevent the filing of any motions, affidavits and other matters  
2 necessary to obtain and preserve final judicial approval of this Agreement.

3       **18.** Each Party to this Agreement and the signatories thereto warrant that  
4 he, she or it is acting upon his, her or its independent judgment and the advice of  
5 his, her or its counsel and not in reliance upon any warranty or representation,  
6 express or implied, of any nature or kind by any other Party, other than the  
7 warranties and representations expressly made in this Agreement.

8       **19.** Each signatory below warrants that he or she has authority to execute  
9 this Agreement and bind the Party on whose behalf he or she is executing the  
10 Agreement.

11                   [The Remainder Of This Page Is Intentionally Left Blank]

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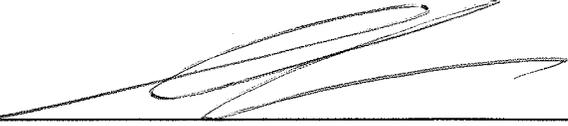
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IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

Date: 1-17-2014

FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS

ARIAS, OZZELLO & GIGNAC, LLP

By: 

Mike Arias  
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Date: \_\_\_\_\_

WASSERMAN, COMDEN,  
CASSELMAN & ESENSTEN, L.L.P.

By: \_\_\_\_\_

Jordan S. Esensten  
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Tarzana, California 91357  
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E-mail: [jesensten@wccelaw.com](mailto:jesensten@wccelaw.com)

Date: \_\_\_\_\_

BISNAR CHASE

By: \_\_\_\_\_

Brian D. Chase  
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IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

Date: \_\_\_\_\_

FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS

ARIAS, OZZELLO & GIGNAC, LLP

By: \_\_\_\_\_

Mike Arias  
6701 Center Drive West, 14th Floor  
Los Angeles, California 90045  
Telephone: (310) 670-1600  
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E-mail: [marias@aogllp.com](mailto:marias@aogllp.com)

Date: January 17, 2014

WASSERMAN, COMDEN,  
CASSELMAN & ESENSTEN, L.L.P.

By: \_\_\_\_\_

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Date: \_\_\_\_\_

BISNAR CHASE

By: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

Date: \_\_\_\_\_ FOR NAMED PLAINTIFFS AND THE SETTLEMENT CLASS  
ARIAS, OZZELLO & GIGNAC, LLP

By: \_\_\_\_\_  
Mike Arias  
6701 Center Drive West, 14th Floor  
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Date: \_\_\_\_\_ WASSERMAN, COMDEN, CASSELMAN & ESENSTEN, L.L.P.

By: \_\_\_\_\_  
Jordan S. Esensten  
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Date: 1-17-14 \_\_\_\_\_ BISNAR CHASE

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Date: 01/17/14 PLAINTIFF HEATHER GUTIERREZ

By: Heather Gutierrez  
Heather Gutierrez

Date: \_\_\_\_\_ PLAINTIFF CONNIE KAUPA

By: \_\_\_\_\_  
Connie Kaupa

Date: \_\_\_\_\_ APPROVED AS TO FORM AND  
CONTENT FOR DEFENDANT  
AMERICAN HONDA MOTOR CO., INC.

LATHAM & WATKINS LLP  
By: \_\_\_\_\_

Mark S. Mester  
233 South Wacker Drive, Suite 5800  
Chicago, Illinois 60606  
Telephone: (312) 876-7700  
Facsimile: (312) 993-9767  
E-mail: mark.mester@lw.com

DYKEMA GOSSETT LLP  
By: \_\_\_\_\_

Derek S. Whitefield (SB No. 165731)  
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Date: \_\_\_\_\_ PLAINTIFF HEATHER GUTIERREZ

By: \_\_\_\_\_

Heather Gutierrez

Date: Jan. 16, 2014 PLAINTIFF CONNIE KAUPA

By: Connie Kaupa

Connie Kaupa

Date: \_\_\_\_\_ APPROVED AS TO FORM AND  
CONTENT FOR DEFENDANT  
AMERICAN HONDA MOTOR CO., INC.

LATHAM & WATKINS LLP

By: \_\_\_\_\_

Mark S. Mester  
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DYKEMA GOSSETT LLP

By: \_\_\_\_\_

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Facsimile: (213) 457-1850  
E-mail: dwhitefield@dykema.com

1 Date: \_\_\_\_\_ PLAINTIFF HEATHER GUTIERREZ

2  
3 By: \_\_\_\_\_

4 Heather Gutierrez

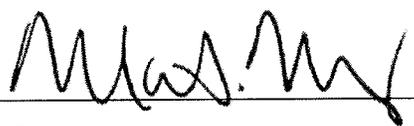
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8 By: \_\_\_\_\_

9 Connie Kaupa

10 Date: January 17, 2014 APPROVED AS TO FORM AND  
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Date: Jan. 17, 2014

FOR DEFENDANT AMERICAN HONDA  
MOTOR CO., INC.

AMERICAN HONDA MOTOR CO., INC.

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