
**CANADIAN 2008-2009 HONDA ACCORD AND 2009 ACURA TSX
NATIONAL SETTLEMENT AGREEMENT**

Between

9134-9258 QUEBEC INC.

(the "Petitioner")

-And-

HONDA CANADA INC.

("Honda")

RECITALS

WHEREAS on or around June 22nd, 2010, Petitioner instituted against Honda and against Honda Motor Co., Ltd. ("HMC") a "*MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO ASCRIBE THE STATUS OF REPRESENTATIVE*" (the "**Motion**"), the whole before the Superior Court sitting in the District of Montreal, in the Court file docket No. 500-06-000510-103 (the "**Court Record**");

WHEREAS the Motion alleged defects affecting the brake pads of 2008, 2009 and 2010 Honda Accord and 2009 and 2010 Acura TSX models;

WHEREAS the 2008, 2009 and 2010 Honda Accord and 2009 and 2010 Acura TSX models are distributed in Canada by Honda, a subsidiary of HMC;

WHEREAS Honda, through its counsel, filed an appearance in the Court Record and disclosed to Petitioner its intention to contest the Motion;

WHEREAS Honda and HMC have denied, and continue to deny the allegations of the Motion, including each and every claim and allegation of wrongdoing and any allegation that the Petitioner has suffered any damage whatsoever, has been harmed in any way, or is entitled to any relief as a result of any conduct on the part of Honda or on the part of HMC as alleged by Petitioner, and Honda and HMC do not admit, through the execution of this Settlement Agreement, any unlawful conduct, either as alleged in the Motion or at all;

WHEREAS Petitioner has agreed to discontinue the Motion against HMC, without costs;

WHEREAS Petitioner has agreed to limit the group it seeks to represent to the Class members, as this term is hereinafter defined;

WHEREAS Honda launched, starting on or around January 2010, a customer satisfaction program (the "**Program**");

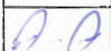


WHEREAS the Program has been executed and completed and ended in January 2014;

WHEREAS the pick-up rate of the Program has been satisfactory in comparison to the traditional pick-up rate in similar matters;

WHEREAS the parties have participated in exchanges, discussions and sharing of information concerning the allegations of the Motion, the execution and the particularities of the Program, and also concerning the terms and conditions of this Settlement Agreement;

WHEREAS Petitioner asserts that it is an adequate class representative for the present Settlement Agreement;

WHEREAS significant arm's length settlement discussions and negotiations have taken place between the parties and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

Petitioner	Class Counsel	Honda
		

WHEREAS the Petitioner and Class Counsel have reviewed and fully understand the terms and conditions of this Settlement Agreement and, based on their analysis of the facts and law applicable to the allegations of the Motion, and having regard to the burdens and expenses in prosecuting the Motion, including the risks of uncertainties associated with trials and appeals, the Petitioner and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Petitioner and also in the best interests of the group Petitioner seeks to represent;

WHEREAS Petitioner, Class Counsel and Honda agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against Honda or against HMC or evidence of the truth of any of the Petitioner's allegations against Honda or HMC, which Petitioner irrevocably acknowledges that Honda and HMC hereby expressly deny and will always deny;

WHEREAS Honda and HMC are entering into this Settlement Agreement in order to avoid a costly legal dispute by achieving a final and national resolution of all claims asserted or which could have been asserted against them in the Motion, or similar thereto, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

WHEREAS the Parties hereto therefore wish to, and hereby do, finally resolve, on a national basis, without admission of liability, the Motion and all proceedings associated thereto;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, AGREEMENTS AND RELEASES SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY THE PARTIES THAT THE MOTION BE SETTLED IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THE PRESENT SETTLEMENT AGREEMENT, THE WHOLE WITHOUT COSTS (OTHER THAN THE FEES WHICH MAY BE AWARDED TO CLASS COUNSEL IN VIRTUE OF THE PRESENT AGREEMENT)

1. **RECITALS**

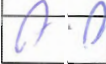


1.1 The above recitals form an integrative and inseparable part of the present Settlement Agreement;

2. **DEFINITIONS**

2.1 **Approval Hearing:** means the Hearing before the Superior Court of the District of Montreal during which the parties will ask the Court to approve the terms and conditions of this Settlement Agreement and/or of the Notice;

2.2 **Class Counsel:** means Consumer Law Group Inc., represented by Mtre Jeffrey Orenstein;

2.3 **Class Members:** means all original owners or lessees, in Canada, of the Models, based on Honda's existing customer list; More precisely, Class Members means :

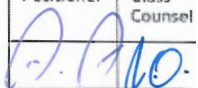

Petitioner	Class Counsel	Honda
		

All residents of Canada who own or lease or who have owned or leased, as original owners or lessees, a 2008 or 2009 Honda Accord or a 2009 Acura TSX (the "Models"), based on Honda's existing list;

- 2.4 **Common Issue:** means "Did the Models suffer from a defective braking system?";
- 2.5 **Court:** means the Superior Court sitting in and for the District of Montreal, Province of Quebec, situated at 1, Notre-Dame East, in Montreal (Québec) H2Y 1B6;
- 2.6 **Court Record:** means the Court file docket No. 500-06-000510-103 of the Superior Court of the District of Montreal, Province of Québec;
- 2.7 **Defence Counsel:** means Lavery, de Billy, acting as Honda's lawyers, represented by Mtre Luc Thibaudeau;
- 2.8 **Effective Date:** means the date when each and all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) the Motion has been certified or authorized as a class action for settlement purposes only; and (3) the Court has approved this Settlement Agreement and the Notice and its judgment is final;
- 2.9 **HMC:** means Honda Motor Co., Ltd;
- 2.10 **Honda:** means Honda Canada Inc. situated at 180 Honda Boulevard, Markham, Ontario;
- 2.11 **Models:** means 2008 and 2009 Honda Accord models and 2009 Acura TSX models sold or leased in Canada;
- 2.12 **Motion:** means the Motion to authorize the bringing of a class action and to ascribe the status of representative dated June 22, 2010 and filed in the Court Record;
- 2.13 **Notice:** means the document similar to Schedule "A" of this Settlement Agreement to be sent to Class Members advising the Class Members of the terms and conditions of this Settlement Agreement and informing the Class Members of the date and place of the Approval Hearing; The form and substance of the Notice shall be approved by the Court during an Approval Hearing;
- 2.14 **Opt-Out Deadline:** means the date which is THIRTY (30) DAYS after the date of approval of this Settlement Agreement by the Court;
- 2.15 **Opt-Out Form:** means the document similar to Schedule "B" of this Settlement Agreement to be attached to the Notice and to be sent to Class Members, which document must be completed and submitted by the Opt-Out Deadline in order for a Class Member to be excluded from this Settlement Agreement;
- 2.16 **Opt-Out List:** means the document created by Honda, document which lists the people who properly submitted Opt-Out Forms by the Opt-Out Deadline;

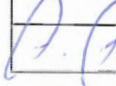


Petitioner	Class Counsel	Honda
<i>P.A.</i>	<i>60.</i>	<i>[Signature]</i>

- 2.17 Other Action:** means actions or proceedings against Honda or HMC, other than the Motion or the Proceedings, before a Court of law or not, to the extent that such actions or proceedings relate to the Released Claims commenced by a Class Member either before or after the Approval Hearing;
- 2.18 Parties:** means Petitioner and Honda;
- 2.19 Petitioner:** means 9134-9258 Quebec Inc.;
- 2.20 Proceeding:** means any and all act of procedure, any motion, judgment, document or any other proceeding filed or to be filed in the Court Record;
- 2.21 Program:** means the customer satisfaction campaign launched by Honda in or around January 2010, which was completed in January 2014, and which is described in Schedules "C" and "D" attached hereto;
- 2.22 Released Claims:** means any and all claims, manner of claims, obligations, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages, whenever incurred liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties and lawyers' fees (including Class Counsel's fees, costs and expenses), known or unknown, suspected or unsuspected, in law, under statute or equity, by contract or otherwise, that Releasors, or any one of them, in any capacity whatsoever, now have, ever had or may have in the future, relating in any way whatsoever, directly or indirectly, to any and all allegations of the Motion, including any and all Common Issues or other issues alleged in the Motion, without any limitation whatsoever, to the execution of the Program or to the execution of Honda's or HMC's obligations under the Program, but excluding all claims for personal injury or bodily injury. Nothing in this Settlement Agreement shall be interpreted to modify or diminish the manufacturer's limited, written warranty with respect to a 2008 or 2009 Honda Accord or a 2009 Acura TSX;
- 2.23 Releasees:** means jointly, severally, solidarily and collectively, Honda and HMC and their respective parents, mother and sister companies, subsidiaries, dealers, and affiliates, and their respective officers, directors, administrators, managers, employees, servants, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns;
- 2.24 Releasors:** means, jointly, severally, solidarily and collectively, the Petitioner, the members of the group Petitioner seeks to represent, the Class Members and their respective parents, subsidiaries, affiliates and their respective officers, directors, administrators, managers, employees, servants, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns;
- 2.25 Settlement Agreement:** means this document which is deemed to outline the terms and conditions of the settlement agreed upon between the Petitioner and Honda, by which the Parties wish to resolve all disputes related directly or indirectly to the allegations of the Motion, the Common Issues or the Released Claims, without any limitation whatsoever, and which terms and conditions are reflected in this document;

Petitioner	Class Counsel	Honda
		

3. REQUIRED EVENTS

- 3.1. **Best Efforts.** The Parties shall use their best efforts to concretize and effectuate the settlement contemplated in this Settlement Agreement and to secure the complete approval of this Settlement Agreement, the discontinuance without costs of the Motion against HMC and the final settlement with prejudice of the Motion and of any and all Proceedings related thereto against Honda;
- 3.2. **Approval of the Notice.** Promptly after the execution of this Settlement Agreement by all parties, or as soon as possible depending on the Court's availabilities, the Parties shall seek an Approval Hearing from the Court, during which they will ask the Court to issue an order approving the text of the Notice to be sent to Class Members, which is attached hereto as Schedule "A", approving that only one single comprehensive Notice will be transmitted or made available to the Class members and allowing Petitioner to modify the description of the group it seeks to represent, so that said group be described as follows :
- " All residents of Canada who own or lease or who have owned or leased, as original owners or lessees, a 2008 or 2009 Honda Accord or a 2009 Acura TSX (the "Models"), based on Honda's existing list ";*
- 3.3. **Transmission of the Notice.** Promptly after the approval of the text of the Notice by the Court, Honda shall transmit a copy of the Notice to the Class Members, based on its existing customers list, by mail and/or by e-mail (as determined by Honda) or by any other means or methods to be ordered by the Court during the Approval Hearing, as the case may be;
- 3.4. **Approval of the Settlement Agreement.** At a date to be decided by the Court, which date will be stated in the Notice and which will be at least FORTY-FIVE (45) DAYS after the Transmission of the Notice to the Class Members, but no more than SEVENTY-FIVE (75) DAYS following said Transmission of the Notice, the Parties shall seek an Approval Hearing from the Court to obtain a final order approving the terms and conditions of this Settlement Agreement;
- 3.5. **Discontinuance of the Motion against HMC.** Promptly after the approval of this Settlement Agreement by the Court at the Approval Hearing, as the case may be, Petitioner shall discontinue the Motion against HMC;
- 3.6. **Evidence of the Discontinuance of the Motion against HMC.** The Parties agree to ask the Court to evidence the discontinuance of the Motion against HMC, without costs, at the Approval Hearing of the Settlement Agreement;
- 3.7. **Refusal.** Should the Court refuse to approve this Settlement Agreement in substantially the same terms at the Approval Hearing to be requested by the Parties, this Settlement Agreement will be automatically terminated and will become null and void;

Petitioner	Class Counsel	Honda
		

4. **PETITIONER'S ACKNOWLEDGEMENT OF THE PERFORMANCE AND EXECUTION OF THE PROGRAM**

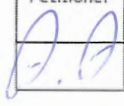
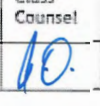
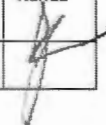
- 4.1. **Program Launch.** Petitioner acknowledges that Honda launched the Programs in or around January 2010;
- 4.2. **Acknowledgement of transmission of Schedules "C" and "D".** Petitioner acknowledges that Honda transmitted to substantially all Class Members, in or around January 2010, letters similar to Schedules "C" and "D" of this Settlement Agreement, informing substantially all Class Members of the existence of the Program and informing them of the terms and conditions of the Program;
- 4.3. **Completion of the Program.** Petitioner acknowledges that the Program has been executed and carried out in its entirety and completed by Honda in January 2014, at Petitioner's full and complete satisfaction, and Petitioner further acknowledges that Honda acted diligently and carefully in the performance and execution of the Program;
- 4.4. **Monetary Value and Pick-up Rate of the Program.** Petitioner acknowledges that the monetary value and the Pick-up rate of the Program have been satisfactory and that the pick-up rate of the Program is reasonable when compared with those usually encountered in similar situations, namely in a situation of settlement of a class action alleging facts substantially similar to the allegations of the Motion;

5. **PETITIONER'S ACKNOWLEDGEMENT OF THE PERFORMANCE AND EXECUTION OF HONDA'S OBLIGATIONS**

- 5.1. **Execution of Honda's Obligations.** Petitioner acknowledges and is satisfied that the performance and execution of the Program is accepted as representing the entire and complete execution of Honda's obligations in relation to the allegations of the Motion;
- 5.2. **Execution of Honda's Obligations.** Petitioner acknowledges and is satisfied that the performance and execution of the Program is accepted as representing the complete execution of Honda's obligations in relation to and under this Settlement Agreement;
- 5.3. **No Additional Obligation.** Other than what is stated in this Settlement Agreement, Honda or HMC shall have no further obligation whatsoever towards Releasors, for any reason whatsoever, pursuant to or in furtherance of this Settlement Agreement or otherwise;

6. **CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES AND INCENTIVE DONATION**

- 6.1. **Administration of this Settlement Agreement.** All expenses incurred in administering this Settlement Agreement, including, without limitation, the costs of transmission of the Notices, shall be paid by Honda, subject to the limitations contained herein and the approval of the Court;
- 6.2. **Expenses related to Motions.** Class Counsel will assume all costs and expenses related to the preparation, service and filing of the motion to approve the Notice and of the motion to approve this Settlement Agreement;

Petitioner	Class Counsel	Honda
		

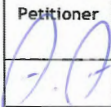
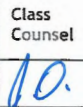
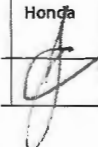
- 6.3. **Class Counsel's Fees and Expenses.** Honda has agreed to pay, subject to Court approval, an amount of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) plus applicable taxes (GST and QST) as Class Counsel's Fees and Expenses;
- 6.4. **Incentive Donation.** Honda has agreed to pay, subject to Court approval, an amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to the Montreal Children's Hospital Foundation;
- 6.5. **Delays to Disburse.** Delays to Disburse. The Class Counsel Fees and Expenses and the Incentive Donation stated in this section will be disbursed at the latest TEN (10) BUSINESS DAYS following the service of the Opt-Out List to Class Counsel and Honda, except if Honda has notified Class Counsel in writing of its election to withdraw as provided for in subsection 9.3 of this Settlement Agreement. If Honda afterwards withdraws its election to withdraw as provided for in subsection 9.3, Honda will disburse Class Counsel Fees and Expenses and the Incentive Donation at the latest TWENTY (20) BUSINESS DAYS following withdrawal of its election to withdraw;
- 6.6. **No Additional Disbursement.** In no event and under no circumstances whatsoever under this Settlement Agreement will Honda be required to pay to Petitioner, Class Counsel or Class Members, in aggregate, Class Counsel fees and expenses or any other amount in an amount greater than the amount of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) plus applicable taxes (GST and QST) stated in this section of this Settlement Agreement and in no event and under no circumstances whatsoever will Honda be required to pay to any person whatsoever any incentive or any other amount of money other than the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) stated in this section of this Settlement Agreement;

7. CERTIFICATION OF THE MOTION FOR SETTLEMENT PURPOSES ONLY

- 7.1. **Certification for Settlement Purposes Only.** The Parties agree that the Motion shall be certified or authorized as a class action only and solely for the purposes of the concretisation of the settlement contemplated in this Settlement Agreement and only and solely for the approval of this Settlement Agreement by the Court;
- 7.2. **Common Issue.** The Petitioner agrees that, in the motions for approval of the Notice or of this Settlement Agreement, the only common issue that it will seek to define is the Common Issue and the only group that it will seek to certify is the group composed exclusively of the Class Members;

8. OBJECTIONS AND OPTING OUT

- 8.1. **Objections. Procedure.** Each Class Member who does not timely and properly submit an Opt-Out Form and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or to Class Counsel's Fees and Expenses must file with the Court and serve on Class Counsel and Defence Counsel no later than THIRTY (30) DAYS after the Transmission of the Notice, a statement of the objection signed by the Class Member containing all of the following information: (1) the objector's full name, address, and telephone number; (2) the model year and vehicle identification number of the Class Member's vehicle; (3) a written statement of all factual and legal grounds

Petitioner	Class Counsel	Honda
		

for the objection accompanied by any legal support for such objection; (4) copies of any papers, briefs or other documents upon which the objection is based; (5) a statement of whether the objector intends to appear at the Approval Hearing; and (6) if the objector intends to appear at the Approval Hearing through counsel, the objection must also identify the attorney(s) representing the objector who will appear at the Approval Hearing;

- 8.2. Deposition.** Class Counsel or Defence Counsel may take the deposition, at an agreed-upon location before the Approval Hearing, of any Class Member who files an objection, and they may also seek any documentary evidence or other tangible items that are relevant to the objection. Failure to comply with discovery requests may result in the Court denying the Class Member's opportunity to make an objection or to be further heard;
- 8.3. Objections - Foreclosure.** Any Class Member who does not file a timely written objection to the Settlement Agreement and a notice of his/her intent to appear at the Approval Hearing or who fails to otherwise comply with the requirements of the above paragraph shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise;
- 8.4. Opting-out - Procedure.** A person may exclude himself/herself from this Settlement Agreement by sending a written election to opt out, signed by the person or by the person's designee, by pre-paid mail, courier or fax to Class Counsel, with a copy to Defence Counsel and to the Clerk of the Court, in a form similar to the Opt-Out Form;
- 8.5. Opting-out - Delay.** An Opt-Out Form will only be effective if received by Class Counsel on or before the Opt-Out Deadline;
- 8.6. Opting-out - Consequences.** A person who properly and timely submits an Opt-Out Form and who does not retract it before the Opt-Out Deadline: (1) is no longer and may no longer be a Class Member; (2) may not comment or make an objection to this Settlement Agreement; (3) is not bound by the result of this Settlement Agreement; and (4) may bring his/her lawsuit, as the case may be, at his/her own expense;

9. WITHDRAWAL FROM THE SETTLEMENT

- 9.1. Withdrawal.** If the Petitioner or ONE HUNDRED AND FIFTY (150) people or more properly and timely submit Opt-Out Forms, Honda may, at its election, withdraw from this Settlement Agreement;
- 9.2. Consequences.** If Honda withdraws from this Settlement Agreement, all of its obligations under this Settlement Agreement will cease to be in force and effect, the certification of the Motion will be vacated without prejudice to Honda's position on the issue of certification and Honda will be restored to its litigation position existing immediately before the execution of this Settlement Agreement;
- 9.3. Procedure.** In order to elect to withdraw from this Settlement Agreement, Honda must notify Class Counsel in writing of its election to do so within TEN (10) BUSINESS DAYS after the Opt-Out List has been served on Class Counsel. Class Counsel will have

Petitioner	Class Counsel	Honda
<i>A.P.</i>	<i>10.</i>	<i>[Signature]</i>

TWENTY (20) BUSINESS DAYS or such longer period as agreed to by the Parties to address the concerns of those who opted out. In no event, however, will Honda have any further obligation under this Settlement Agreement to any Class Member who properly and timely submits an Opt-Out Form unless such Class Member retracts his/her Opt-Out Form;

9.4. Agreement Null and Void. In the event of withdrawal by Honda, this Settlement Agreement will be terminated, null and void, will have no further force and affect with respect to the Parties and will not be offered in evidence or used in any litigation for any purpose. Moreover, in the event of withdrawal by Honda, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith will be without prejudice to Honda, Petitioner and Class Members and will not be deemed or construed to be an admission or confession in any way by the Parties of any fact, matter or proposition of law and will not be used in any matter for any purpose, and the Parties will stand in the same positions as if this Settlement Agreement had not been negotiated, made or filed with the Court;

10. EFFECT OF SETTLEMENT

10.1. No Admission. Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated or related directly or indirectly with this Settlement Agreement, as well as any and all action taken out to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or any wrongdoing or liability by Honda or by HMC, or of the truth of any of the claims or allegations of the allegations contained in the Motion or in any Proceedings;

10.2. No Evidence. Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, any and all negotiations, documents, discussions and proceedings associated or related directly or indirectly with this Settlement Agreement, as well as any and all action taken out to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, including Other Actions, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims;

10.3. No Further Claims or Litigation. No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way to assist with respect to any claim made or action commenced by any person which, directly or indirectly, relates to, is substantially similar to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings, should this Settlement Agreement be terminated;

10.4. Effect on Customer Satisfaction Programs. Nothing in this Settlement Agreement shall prohibit or limit Honda from implementing or offering any customer satisfaction or goodwill policy, program or procedure in its discretion and Honda may extend goodwill

Petitioner	Class Counsel*	Honda
<i>A.P.</i>	<i>10.</i>	<i>[Signature]</i>

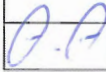

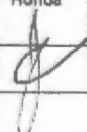
consideration to individual Class Members on a case-by-case basis, without regard to their entitlement to relief under this Settlement Agreement.

11. RELEASES

- 11.1. **Discharges and Releases.** The Releasors hereby release and discharge forever the Releasees of any and all recourse, claim, right of action or obligations of any nature whatsoever related directly or indirectly to the Released Claims;
- 11.2. **Covenant not to Sue.** The Releasors hereby waive and renounce forever to any and all recourse, claim or right of action they had, have or will ever have against the Releasees in direct or indirect relation to the Released Claims;
- 11.3. **No Further Claims.** The Releasors shall not, now or hereafter, institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related directly or indirectly thereto;
- 11.4. **Dismissal of the Motion and of the Proceedings.** On the Effective Date, all Proceedings shall be settled without costs as against Honda;
- 11.5. **Other Actions.** Except as provided for by article 1008 of the *Code of Civil Procedure* of the Province of Québec, any member of the group Petitioner seeks to represent who does not properly and timely submit an Opt-Out Form shall be deemed to consent to the settlement, without costs and with prejudice, of his, her or its Other Action against the Releasees;
- 11.6. **Other Actions.** Except as provided for by article 1008 of the *Code of Civil Procedure* of the Province of Québec, any and all Other Actions commenced in any province or territory of Canada by a member of the group Petitioner seeks to represent who does not properly and timely submit an Opt-Out Form shall be dismissed against the Releasees, without costs and with prejudice;

12. MISCELLANEOUS

- 12.1. **Costs and Expenses.** Honda will bear all costs and expenses pertaining to the general administration of the settlement, including all costs related to the dissemination of the Notice and to the creation of the Opt-Out List;
- 12.2. **Administrative Tasks of Honda.** Honda will undertake various administrative tasks, including without limitation: (1) mailing, e-mailing or arranging the transmission of the Notice; (2) handling returned mail; (3) preparing an Opt-Out List; and (4) preparing a list of all persons who submitted objections to the settlement;
- 12.3. **Headings.** 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 or interpretation;

Petitioner	Class Counsel	Honda
		

- 12.4. **Information Obtained from Honda.** Petitioner and Class Counsel hereby irrevocably acknowledge and agree that any and all information obtained from Honda in the course of the discussions between the Parties has been provided on a privileged and without prejudice basis;
- 12.5. **Destruction of Information.** Any and all information obtained by Class Counsel from Honda, including any and all documentation transmitted to Class Counsel in the course of the negotiation of this Settlement Agreement will be returned to Honda with no copies being made and all other documents destroyed by Class Counsel following any and all disclosure process;
- 12.6. **Confidentiality.** All the terms and conditions of this Settlement Agreement will be kept confidential by the Parties until such time as this Settlement Agreement is being approved by the Court;
- 12.7. **Confidentiality.** All the information exchanged between the Parties during their exchanges and negotiations leading to the preparation and the execution of this Settlement Agreement will be kept confidential by the Parties and shall not be disclosed to any third party whatsoever, except to the extent such information subsequently becomes publicly available or unless ordered to do so by the Court;
- 12.8. **Governing Law.** This Settlement Agreement shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein;
- 12.9. **Entire Agreement.** This Settlement Agreement constitutes and represents the entire agreement between the Parties, and supersedes any and all prior or contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection thereto; None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein;
- 12.10. **Amendments.** This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto;
- 12.11. **Binding Effect.** This Settlement Agreement shall be binding upon and enure to the benefit of the Class Members, Honda and, where applicable, HMC and Class Counsel, their representatives, officers, employees, insurers, heirs and assigns;
- 12.12. **Counterparts.** This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement;
- 12.13. **Negotiated Agreement.** This Settlement Agreement has been the subject of arms' length discussions amongst the Parties, each of which has been duly represented by competent counsel, so that any statute, case law, rule of interpretation or construction that would imply or might cause any provision of this Settlement

Petitioner	Class Counsel	Honda
<i>A.P. 10.</i>	<i>10.</i>	<i>[Signature]</i>

Agreement to be interpreted against the drafter of this Settlement Agreement shall have no force and effect;

12.14. Language. The Parties expressly acknowledge that they have requested that this Settlement Agreement be drafted in the English language / *Les Parties reconnaissent avoir expressément demandé que la présente entente de règlement soit rédigée en langue anglaise;*

12.15. Transaction. The Parties acknowledge that this Settlement Agreement represents a transaction in accordance with articles 2631 and following of the *Civil Code of Quebec*;

12.16. Schedules. The Schedules "A" to "D" attached or annexed to this document form part of this Settlement Agreement;

- Schedule "A": Notice;
- Schedule "B": Opt-Out Form;
- Schedule "C": Letter to Class Members (Honda Accord 2008-2009)
- Schedule "D": Letter to Class Members (Acura TSX 2009)

12.17. Acknowledgments. Each of the Parties and their signatories hereby irrevocably affirms and acknowledges that :

12.17.1. He, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;

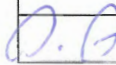

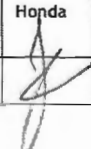
12.17.2. The terms and conditions of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

12.17.3. He, she, or the Party's representative fully understands each and every terms and conditions of this Settlement Agreement;

12.17.4. No Party has relied on any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement;

12.18. Authorized Signatures. Each of the undersigned hereby represents and guarantees that he or she is fully authorized to enter into the terms and conditions of, and to execute this Settlement Agreement;

12.19. Notices. Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by e-mail, facsimile or letter by overnight delivery to the representatives of the Party to whom notice is being provided, as identified below :

Petitioner	Class Counsel	Honda
		

12.19.1. For Petitioner and Class Counsel :

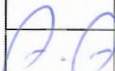


Consumer Law Group Inc.
 1030 rue Berri
 Suite 102
 Montréal (Québec)
 H2L 4C3

To the attention of: Mr. Jeff Orenstein
 Telephone: 514-266-7836
 Facsimile: 514-868-9690
 Email: jorenstein@clg.org

12.19.2. For Honda and HMC:

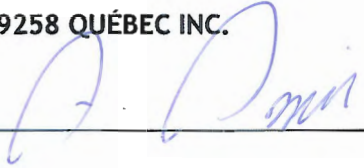
Lavery, deBilly
 1, Place Ville-Marie
 Suite 4000
 Montréal (Québec)
 H3B 4M4
 To the attention of: Mr. Luc Thibaudeau
 Telephone: 514-871-1522
 Facsimile: 514-871-8977
 Email: lthibaudeau@lavery.ca

12.20. Date of execution and Signatures. The Parties have executed this Settlement Agreement on the dates mentioned on the cover page; the signatures are on the next page.

Petitioner	Class Counsel	Honda
		

AND THE PARTIES HAVE SIGNED :

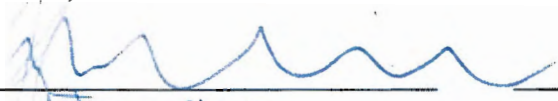
9134-9258 QUÉBEC INC.


_____ Sept 25 _____, 2015

CONSUMER LAW GROUP INC.


Per: Jeff Orenstein _____ Sept. 25 _____, 2015

HONDA CANADA INC.


Per: Jerry Chenkin _____ September 4 _____, 2015

CANADIAN 2008-2009 HONDA ACCORD AND 2009 ACURA TSX
NATIONAL SETTLEMENT AGREEMENT

Between

9134-9258 QUEBEC INC.

(the "Petitioner")

-And-

HONDA CANADA INC.

("Honda")

SCHEDULES

SCHEDULE “ A ”

**NOTICE OF THE CERTIFICATION AND SETTLEMENT APPROVAL HEARING IN THE
MATTER OF THE 2008-2009 HONDA ACCORD AND 2009 ACURA TSX CLASS ACTION**

Read this Notice Carefully as it May Affect Your Rights

TO:

Canadian residents who own or lease, or have previously owned or leased, as first users, a 2008 or 2009 Honda Accord **OR** a 2009 Acura TSX (the “Settlement Class Member(s)”)

A. Purpose of this Notice

The purpose of this Notice is to advise that class proceedings have been initiated in Québec (9134-9258 Québec Inc. v. Honda Canada Inc. & al., the “Proceedings”). Subject to the approval of the Superior Court of Québec (the “Court”), the action has been settled with Honda Canada Inc. (“Honda”). 9134-9258 Québec Inc. (the “Petitioner”) will seek a confirmation of the Settlement of the Proceedings. A hearing to approve the Settlement Agreement and to approve the fees and disbursements plus applicable taxes of Consumer Law Group Inc. (“Class Counsel”) will be held on ●, 2015 at ● hrs (note: to be added after notice is authorized) in room 2.08 at the Montréal Courthouse located at 1, rue Notre-Dame East, Montréal, Québec (the “Approval Hearing”). As per the terms of the Settlement Agreement, the Petitioner will discontinue the Proceedings against Honda Motor Co., Ltd.

This Notice informs the Settlement Class Members of the Proceedings and the Settlement, and describes their rights, options and choices. This Notice and the Settlement Agreement in its entirety are posted on Class Counsel’s website at www.clg.org.

B. Nature of the Lawsuit

In 2010, Proceedings were initiated in Québec by Class Counsel on behalf of Canadians who own or lease, or have previously owned or leased, as first users, a 2008, 2009 or 2010 Honda Accord or a 2009 or 2010 Acura TSX. The Proceedings allege that the braking system of these vehicles suffers from a defect that causes excessive force to be applied to the rear wheels and that this results in the rear brake pads wearing out prematurely and requiring replacement. Honda does not admit and expressly denies the allegations of the Proceedings.

C. Settlement

1. Terms of Settlement

Starting in or around January 2010, Honda launched a Customer Satisfaction Campaign (the “Program”) applicable to Canadian residents owning or leasing, or previously owning or leasing, as first users: (1) a 2008 or 2009 Honda Accord and (2) a 2009 Acura TSX, (the “Vehicles”). Under the Program, if any of the Vehicles’ rear brake pads required replacement, Honda agreed to install new brake pads or, if necessary, replace rear brake callipers, which included the new brake pads, at no charge. If the Vehicles’ rear brake pads had already been replaced and if the owner/lessee paid for a part or all of the related work,

he/she became eligible for reimbursement from Honda for 50% of the amount paid, up to a maximum amount of CAN \$125.00, by mailing to Honda an *Application for Reimbursement* and supporting documentation by July 5, 2010. See Schedules A and B for more details on the Program.

The Petitioner accepted the Program as a settlement of the Proceedings, including the fact that owners and lessees of 2010 Honda Accord and 2010 Acura TSX models did not receive benefits under the Program. A total of 21,607 owners and lessees of 2008 and 2009 Honda Accord models and a total of 1,921 owners and lessees of 2009 Acura TSX models received benefits under the Program. The benefits under the Program were granted to Settlement Class Members at the Petitioner's full and complete satisfaction. The Program ended on January 15, 2014 and no additional benefits will be offered by Honda or by anyone else.

Honda also agreed to pay an amount of CAD \$15,000.00 to the Montreal Children's Hospital Foundation.

Honda did not admit any wrongdoing or liability in connection with the Proceedings and has denied all allegations of wrongdoing or of liability contained in the Proceedings.

2. The Approval Hearing

The Petitioner recommends that the Proceedings be settled. The Settlement Agreement remains, nevertheless, subject to approval by the Court. A motion to approve the Settlement Agreement will be heard by the Court on ●, 2015 at ● hrs (note: to be added after notice is authorized) in room 2.08 at the Montréal Courthouse located at **1, rue Notre-Dame Est, Montréal, Québec**. At this Approval Hearing, the Court will determine whether the Settlement is fair, reasonable and in the best interests of the Settlement Class Members. The time, date and location of the Approval Hearing may be changed by the Court without further notice to you. If you plan to attend the Approval Hearing, you should confirm its time, date and location by contacting Class Counsel.

You are entitled to appear and make submissions at the Approval Hearing. If you do not oppose the proposed Settlement, you do not need to appear at the Approval Hearing or take any other action at this time.

If you wish to comment on or make an objection to the Settlement Agreement, you must serve a written submission to Class Counsel and to Honda's counsel ("**Defence Counsel**") at the addresses listed below by ●, 2015 (note: to be added after notice is authorized). Class Counsel will file all such submissions and all filed written submissions will be submitted to the Court. If you do not deliver a written submission by the deadline, you may not be entitled to participate, through oral submissions or otherwise, in the Approval Hearing. If you object and the Settlement is approved, you will be barred from bringing a legal proceeding in respect of any allegations asserted in the Proceedings and you will be bound by the judgment approving the Settlement.

Class Counsel	Defence Counsel
Consumer Law Group Inc. Attention: Jeffrey Orenstein 1030 rue Berri Suite 102 Montréal, Québec H2L 4C3 Phone: 1-888-909-7863 Fax: (514) 868-9690 Email: jorenstein@clg.org	Lavery, de Billy Attention: Luc Thibaudeau 1 Place Ville Marie Suite 4000 Montréal, Québec H3B 4M4 Fax : (514) 871-8977

In the written submission, you must indicate that you are commenting on the Settlement in **9134-9258 Québec Inc. v. Honda Canada Inc. & al.**, Court File No. 500-06-000510-103, and you must include:

- (i) your full name, address and telephone number;
- (ii) the model year and VIN of your Honda Accord or Acura TSX;
- (iii) a written statement of all factual and legal grounds for the objection accompanied by any legal support for your objection;
- (iv) copies of any papers, briefs, or other documents upon which the objection is based;
- (v) a list of any persons who will be called by either you or your counsel to testify in support of the objection;
- (vi) a statement of whether either you or your counsel intend to appear at the Approval Hearing; and
- (vii) your signature, even if you are also represented by counsel. If you intend to appear at the Approval Hearing through counsel, the objection must also state the identity of all counsel representing you who will appear at the Approval Hearing.

If you file an objection, Class Counsel or Defence Counsel are allowed to take your deposition, consistent with the *Code of Civil Procedure*, at an agreed-upon location before the Approval Hearing and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure to comply with discovery requests may result in the Court refusing to hear your comment or objection.

A Settlement Class Member who opts out (see heading D below) of the Proceedings may not comment or make an objection to the Settlement Agreement.

If the Settlement Agreement is approved by the Court, no further notice will be sent to advise Settlement Class Members of such approval.

D. Opting Out of the Proceedings

As outlined above, you are a Settlement Class Member if you are a Canadian resident who owns or leases, or has previously owned or leased, a 2008 or 2009 Honda Accord or a 2009 Acura TSX, as a first user, unless you opt out of the Proceedings. If you wish to continue to be included as a Settlement Class Member, you do not need to do anything at this time. As a Settlement Class Member, you will be legally bound by the result of the Proceedings.

If you do not opt out, you will be bound by the Settlement. You will not be able to bring or maintain any other claim or legal proceeding in respect of any allegations asserted in the Proceedings. No further right to opt-out of the Proceedings will be provided. Settlement Class Members who choose not to opt out will not receive any additional benefits than those received or those for which they were eligible to receive under the Program.

If you opt-out of the Proceedings, you will not be legally bound by the result of the Settlement. However, you will waive the rights you received under the Program and you will be obliged to reimburse Honda for the monetary benefits you received under the Program. You may be able to bring your own lawsuit at your own expense.

To opt-out, please complete the enclosed opt-out form and send it to the addresses listed therein. The enclosed opt-out form must be received no later than **THIRTY (30) days after the date of court approval of the Settlement by the Court.**

E. Class Counsel Fees

Class Counsel fees and disbursements plus applicable taxes must be approved by the Court. Honda has agreed to pay an amount of CAN \$85,000.00 as Class Counsel's fees and disbursements, plus applicable taxes.

F. The Lawyers Representing you

Class Counsel is:

Jeffrey Orenstein
Consumer Law Group Inc.
1030 rue Berri
Suite 102
Montréal, Québec H2L 4C3

G. Questions about the Settlement

This Notice contains only a summary of the Settlement Agreement and Settlement Class Members are encouraged to contact Class Counsel by phone at toll free 1-888-909-7863 ext. 2, by e-mail at jorenstein@clg.org or by mail, should they have any questions that are not answered by this Notice. **INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.**

H. Interpretation

This Notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this Notice, including the schedules, and the Settlement Agreement, including the schedules, the terms of the Settlement Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE SUPERIOR COURT OF QUÉBEC

(Note: to be added after notice is authorized)

QUESTIONS ? PLEASE CONTACT CLASS COUNSEL

2008-2009 HONDA ACCORD AND 2009 ACURA TSX CLASS ACTION OPT-OUT FORM

I, _____ (print full name), elect to opt out of the 2008-2009 Honda Accord and 2009 Acura TSX Class Action, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement in 9134-9258 *Québec Inc. v. Honda Canada Inc. & al.*, Court File No. 500-06-000510-103.

I understand and accept the consequences of opting out, including but not limited to:

1. Class Counsel cannot represent me and is not permitted to assist me in any way.
2. I will be responsible for all legal fees and costs that may be incurred by me if I choose to pursue my own individual claim.

I confirm that I am legally entitled to opt out of this litigation and I do not require the consent of any third party in order to do so.

Date

Signature

Name: _____

Address: _____

Telephone Number: _____

Alternative Telephone Number: _____

E-mail: _____

Vehicle: Honda Accord 2008

Honda Accord 2009

Acura TSX 2009

Vehicle Identification Number-17 digits: _____

Please complete the opt-out form in its entirety and return the completed form to the addresses below **on or before ●, 2015** (note: to be added after notice is authorized).

Please send the completed opt-out form by mail or fax to the following:

Class Counsel	Defence Counsel (Honda)	Superior Court of Québec
Consumer Law Group Inc. Attention: Jeffrey Orenstein 1030 rue Berri Suite 102 Montréal, Québec H2L 4C3 Fax: (514) 868-9690	Lavery, de Billy Attention: Luc Thibaudeau 1 Place Ville Marie Suite 4000 Montréal, Québec H3B 4M4 Fax: (514) 871-8977	Clerk of the Superior Court of Québec Palais de Justice de Montréal 1, rue Notre-Dame Est Montréal, Québec H2Y 1B6 Court File No. 500-06-000510-103

SCHEDULE “ A ”

of

**NOTICE OF THE CERTIFICATION AND SETTLEMENT
APPROVAL HEARING IN THE MATTER OF THE
2008-2009 HONDA ACCORD AND 2009 ACURA TSX
CLASS ACTION**



123456

MR JOHN SAMPLE
123 ANY STREET
TORONTO ON M1J 2Y9

January 2010

Customer Satisfaction Campaign: Rear Brakes

Dear Honda Accord Owner:

Honda Canada has decided to undertake a Customer Satisfaction Campaign that applies to the rear brakes of your 2008-2009 Honda Accord. We wish to assure you that this action is being taken as a customer satisfaction measure and not due to safety concerns. We request that you follow the instructions in this letter in order to secure the service described for your rear brakes, at no cost to you, or to obtain reimbursement for past rear brake repairs described in this letter.

Check your VIN

We try to ensure that our records are complete but sometimes they are not. Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the lower driver's side corner of your vehicle's windshield or on the driver's side door jamb sticker. If it does not, please contact our Customer Relations Department and a representative will verify whether your vehicle is in fact included in this Customer Satisfaction Campaign. If you no longer own this vehicle, or some information in this notice is incorrect, please fill out and return the included postage paid Information Change Card or forward this notice to the new owner if possible.

What is the issue?

Honda Canada wishes to address the possibility that certain driving habits or conditions in Canada may cause premature rear brake pad wear. As stated in your Owner's Manual, the disc brakes on your vehicle are equipped with audible brake pad wear indicators. If you hear a distinct, metallic screeching sound when you apply the brake pedal, this is a signal that your brake pads need replacing. If you do not have the brake pads replaced, they will begin to screech continuously. (Note that it is normal for the brakes to occasionally squeal or squeak when you apply them - that is not the more sustained sound we are describing here.)

What should you do?

When your rear brake pads require replacement, as signalled by a consistent screeching sound, please contact your authorized Honda dealer to schedule an appointment. If your rear brake pads need to be replaced, new brake pads will be installed or, if necessary, your rear brake calipers which include the new brake pads will be replaced, at no charge. This service work will typically take less than a day.

What if you have already paid to have your rear brake pads replaced?

If the rear brake pads on your vehicle have already been replaced and you paid for some or all of the related work, you may be eligible for reimbursement from Honda for a portion of what you paid.

Please refer to the enclosed Reimbursement Form for information on how to determine eligibility, what supporting documentation is required and how to calculate the amount of the reimbursement.

Time Limit

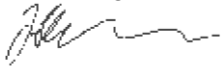
Your vehicle is eligible for the benefits under this Campaign for a period beginning three years from the date the vehicle was first purchased or leased as a brand new vehicle from a Canadian Honda dealer. After that date, your vehicle will no longer be eligible under this Campaign.

Who to contact if you need more information?

If you would like more information, require assistance locating a Honda Dealer or have any concerns regarding any work done under this campaign, please contact Honda Canada's Customer Relations Department at the telephone number or address below, or visit our website at www.myhonda.ca.

We thank you for your co-operation.

Sincerely,



Jerry Chenkin
Executive Vice President

Rear Brake Pad Replacement Reimbursement Form

Eligibility

To be eligible for reimbursement for a past rear brake pad replacement and related work you must be a resident of Canada who currently owns or leases, or previously owned or leased, a 2008 or 2009 model year Honda Accord.

Required Time Frame for Past Replacement

To be eligible for reimbursement, the rear brake pad replacement and related work must have been (a) performed within three years of the date that the vehicle was first purchased or leased as a new vehicle, (b) necessitated by wear and tear (replacements and work necessitated by accident and abuse are excluded), and (c) completed before the date of this letter.

Eligible Costs

The costs that are eligible for this reimbursement are the cost of the parts and labour that were required to replace the rear brake pads and any related work for which money was actually paid by you or on your behalf and not otherwise reimbursed by Honda or another third party. If you received compensation or reimbursement from another party (including Honda), the amount of this compensation or reimbursement will be deducted from the Eligible Costs reimbursed to you under this Campaign.

The Reimbursement Amount

Subject to the adjustments described in the Eligible Costs section, upon receipt of a properly completed Reimbursement Form and the required supporting documentation, Honda will reimburse you 50% of the Eligible Costs described above to a maximum of \$125.

You may be eligible for more than one reimbursement for past rear brake pad replacement and related work. You may also be eligible for both a reimbursement for a past rear brake pad replacement and related work AND for a future replacement as outlined under "What Should You Do?" in the Customer Satisfaction Campaign letter.

Claim Deadline

Claims for past rear brake pad replacement and related work must be received by Honda by no later than July 5, 2010.

Examples:

1 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, and you paid \$200 for the replacement and related work with no compensation or reimbursement from another party, you will be entitled to a reimbursement from Honda of \$100 (50% of the amount you paid).

2 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, the cost of the replacement and related work was \$200, you paid \$200 and later received a \$60 reimbursement from a third party (including Honda), you will be entitled to a reimbursement from Honda of \$70 (\$200 - \$60 x 50%).

This 'Application for Reimbursement' and required documentation must be submitted by mail to:

Application for Reimbursement
Honda Canada Inc.
Customer Relations Department
715 Milner Avenue
Toronto, ON M1B 2K8

Each application will be considered and processed on an individual basis, provided *the required information and documentation* have been submitted with it (see below). Any application submitted without all required information will be returned to the customer.

Please note: Application for reimbursement must be submitted (post office dated) by July 5, 2010. Applications received after that date will not be accepted.

SUPPORTING DOCUMENTATION YOU MUST ATTACH TO YOUR APPLICATION:

Proof that you are the current or previous owner of the vehicle:

- Copy of the current vehicle registration if you are the current owner
- Bill of Sale evidencing your initial purchase or later sale of the vehicle if you are a previous owner

Original repair order, or true copy thereof indicating:

- Name, address and telephone number of the repair facility
- Your full name and address at the time of the repair
- Full vehicle identification number (VIN)
- License plate number
- Odometer reading at time of repair
- Date of repair
- Clear description of the nature of the problem requiring repair
- Clear description of all labour, parts and materials used to make the repair
- Clear indication of the repair charges, or portion thereof, you were required to pay

Your Name: _____

Address: _____

Home Tel.: _____ Business Tel.: _____

Vehicle Identification Number (VIN-17 digits): _____

I verify that I am the purchaser or lessee of the vehicle described above, that I was a resident of Canada at the time of its purchase or lease, that the vehicle was purchased or leased in Canada, and that to the best of my knowledge, the information provided in this claim form and the supporting documentation are true and correct.

Signature _____ Date: _____

SCHEDULE “ B ”

of

**NOTICE OF THE CERTIFICATION AND SETTLEMENT
APPROVAL HEARING IN THE MATTER OF THE
2008-2009 HONDA ACCORD AND 2009 ACURA TSX
CLASS ACTION**



VIN: JH4CU26619C803662

DR ABHINAV IYENGAR
105 ARCOLA PVT
OTTAWA ON K1K 4W9

January 2010

Customer Satisfaction Campaign: Rear Brakes

Dear Acura TSX Owner:

Honda Canada Inc. has decided to undertake a Customer Satisfaction Campaign that applies to the rear brakes of your 2009 Acura TSX. We wish to assure you that this action is being taken as a customer satisfaction measure and not due to safety concerns. We request that you follow the instructions in this letter in order to secure the service described for your rear brakes, at no cost to you, or to obtain reimbursement for past rear brake repairs described in this letter.

Check your VIN

We try to ensure that our records are complete but sometimes they are not. Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the lower driver's side corner of your vehicle's windshield or on the driver's side door jamb sticker. If it does not, please contact our Acura Client Services and a representative will verify whether your vehicle is in fact, included in this Customer Satisfaction Campaign. If you no longer own this vehicle, or some information in this notice is incorrect, please fill out and return the included postage paid Information Change Card or forward this notice to the new owner if possible.

What is the issue?

Honda Canada Inc. wishes to address the possibility that certain driving habits or conditions in Canada may cause premature rear brake pad wear. As stated in your Owner's Manual, the disc brakes on your vehicle are equipped with audible brake pad wear indicators. If you hear a distinct, metallic screeching sound when you apply the brake pedal, this is a signal that your brake pads need replacing. If you do not have the brake pads replaced, they will begin to screech continuously. (Note: that it is normal for the brakes to occasionally squeal or squeak when you apply them - that is not the more sustained sound we are describing here.)

What should you do?

When your rear brake pads require replacement as signalled by a consistent screeching sound, please contact your authorized Acura dealer to schedule an appointment. If your rear brake pads need to be replaced, new brake pads will be installed or, if necessary, your rear brake calipers which include the new brake pads will be replaced, at no charge. This service work will typically take less than a day.

What if you have already paid to have your rear brake pads replaced?

If the rear brake pads on your vehicle have already been replaced and you paid for some or all of the related work, you may be eligible for reimbursement from Acura for a portion of what you paid.

Please refer to the enclosed Reimbursement Form for information on how to determine eligibility, what supporting documentation is required and how to calculate the amount of the reimbursement.

Time Limit

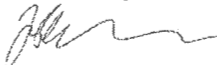
Your vehicle is eligible for the benefits under this Campaign for a period beginning three years from the date the vehicle was first purchased or leased as a brand new vehicle from a Canadian Acura dealer. After that date, your vehicle will no longer be eligible under this Campaign.

Who to contact if you need more information?

If you would like more information, require assistance locating an Acura Dealer or have any concerns regarding any work done under this campaign, please contact Acura Client Services at the telephone number or address below, or visit our website at www.myacura.ca.

We thank you for your co-operation.

Sincerely,



Jerry Chenkin
Executive Vice President

Rear Brake Pad Replacement Reimbursement Form

Eligibility

To be eligible for reimbursement for a past rear brake pad replacement and related work you must be a resident of Canada who currently owns or leases, or previously owned or leased, a 2009 model year Acura TSX.

Required Time Frame for Past Replacement

To be eligible for reimbursement, the rear brake pad replacement and related work must have been (a) performed within three years of the date that the vehicle was first purchased or leased as a new vehicle, (b) necessitated by wear and tear (replacements and work necessitated by accident and abuse are excluded), and (c) completed before the date of this letter.

Eligible Costs

The costs that are eligible for this reimbursement are the cost of the parts and labour that were required to replace the rear brake pads and any related work for which money was actually paid by you or on your behalf and not otherwise reimbursed by Acura or another third party. If you received compensation or reimbursement from another party (including Acura), the amount of this compensation or reimbursement will be deducted from the Eligible Costs reimbursed to you under this Campaign.

The Reimbursement Amount

Subject to the adjustments described in the Eligible Costs section, upon receipt of a properly completed Reimbursement Form and the required supporting documentation, Honda Canada Inc will reimburse you 50% of the Eligible Costs described above to a maximum of \$125.

You may be eligible for more than one reimbursement for past rear brake pad replacement and related work. You may also be eligible for both a reimbursement for a past rear brake pad replacement and related work AND for a future replacement as outlined under "What Should You Do?" in the Customer Satisfaction Campaign letter.

Claim Deadline

Claims for past rear brake pad replacement and related work must be received by Honda Canada Inc by no later than July 5, 2010.

Examples:

1 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, and you paid \$200 for the replacement and related work with no compensation or reimbursement from another party, you will be entitled to a reimbursement from Acura of \$100 (50% of the amount you paid).

2 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, the cost of the replacement and related work was \$200, you paid \$200 and later received a \$60 reimbursement from a third party (including Acura), you will be entitled to a reimbursement from Acura of \$70 (\$200 - \$60 x 50%).

This 'Application for Reimbursement' and required documentation must be submitted by mail to:

Application for Reimbursement
Honda Canada Inc.
Acura Client Services
715 Milner Avenue
Toronto, ON M1B 2K8

Each application will be considered and processed on an individual basis, provided *the required information and documentation* have been submitted with it (see below). Any application submitted without all required information will be returned to the customer.

Please note: Application for reimbursement must be submitted (post office dated) by July 5, 2010. Applications received after that date will not be accepted.

SUPPORTING DOCUMENTATION YOU MUST ATTACH TO YOUR APPLICATION:

Proof that you are the current or previous owner of the vehicle:

- Copy of the current vehicle registration if you are the current owner
- Bill of Sale evidencing your initial purchase or later sale of the vehicle if you are a previous owner

Original repair order, or true copy thereof indicating:

- Name, address and telephone number of the repair facility
- Your full name and address at the time of the repair
- Full vehicle identification number (VIN)
- License plate number
- Odometer reading at time of repair
- Date of repair
- Clear description of the nature of the problem requiring repair
- Clear description of all labour, parts and materials used to make the repair
- Clear indication of the repair charges, or portion thereof, you were required to pay

Your Name: _____

Address: _____

Home Tel.: _____ Business Tel.: _____

Vehicle Identification Number (VIN-17 digits): _____

I verify that I am the purchaser or lessee of the vehicle described above, that I was a resident of Canada at the time of its purchase or lease, that the vehicle was purchased or leased in Canada, and that to the best of my knowledge, the information provided in this claim form and the supporting documentation are true and correct.

Signature _____ Date: _____



NIV : JH4CU26619C803466

DR MOHAMAD ANAS ABBAS
815 BOUL DUCHARME
LA TUQUE PQ G9X 3B4

Janvier 2010

Campagne relative à la satisfaction de la clientèle : Freins arrière

Cher propriétaire d'une Acura TSX,

Honda Canada a décidé de débiter une campagne de satisfaction de la clientèle concernant les freins arrière de votre Acura TSX 2009. Nous désirons vous assurer que cette action est entreprise dans le but d'assurer la satisfaction de la clientèle, et que celle-ci n'est nullement reliée à des inquiétudes concernant la sécurité. Nous vous demandons de suivre les instructions incluses avec cette lettre de façon à obtenir le service décrit pour vos freins arrière, sans aucuns frais pour vous, ou afin d'obtenir un remboursement pour des réparations relatives aux freins arrière telles que décrites dans la présente lettre.

Vérifiez votre NIV

Nous tentons de nous assurer que nos dossiers soient complets, mais parfois, ceux-ci ne le sont pas. Veuillez vérifier le numéro d'identification du véhicule (NIV) de 17 caractères se trouvant au haut de cette lettre pour vous assurer que celui-ci corresponde au NIV de 17 caractères apparaissant près du coin inférieur du pare-brise du côté du conducteur, ou sur l'étiquette du montant de la portière du côté du conducteur. Si ce n'est pas le cas, veuillez communiquer avec notre département des services aux clients Acura et un représentant se fera un plaisir de vérifier si votre véhicule est inclus dans cette campagne de satisfaction de la clientèle. Si vous n'êtes plus propriétaire de ce véhicule, ou si l'information sur cet avis est incorrecte, veuillez remplir et nous retourner la Carte de changement d'information déjà affranchie, ou faire parvenir cet avis au nouveau propriétaire si cela est possible.

Quelle est la situation?

Honda Canada désire considérer la possibilité que certaines habitudes ou conditions de conduite au Canada pourraient causer une usure prématurée des plaquettes de frein arrière. Comme indiqué dans votre Manuel du Conducteur, les freins à disques de votre véhicule sont équipés d'indicateurs sonores de l'usure des plaquettes de frein. Si vous entendez un bruit métallique distinct lorsque vous appuyez sur la pédale de frein, cela vous indique que les plaquettes de frein doivent être remplacées. Si vous ne faites pas remplacer les plaquettes, elles commenceront à émettre ce bruit métallique de façon continue. (Remarque : il est normal que les freins grincent de temps à autre lorsque vous appuyez sur la pédale de frein – il ne s'agit pas du bruit métallique perçant décrit plus haut.)

Que devez-vous faire?

Lorsque vos plaquettes de frein arrière nécessitent un remplacement, comme signalé par un bruit métallique perçant et continu, veuillez communiquer avec votre concessionnaire Acura autorisé afin de prendre un rendez-vous. Si vos plaquettes de frein arrière doivent être remplacées, de nouvelles plaquettes seront installées, ou si nécessaire, les étriers arrière qui incluent de nouvelles plaquettes seront remplacés sans frais. Ce type de réparation requiert généralement moins d'une journée.

Que faire si vous avez déjà payé pour faire remplacer vos plaquettes de frein arrière?

Si les plaquettes de frein arrière de votre véhicule ont déjà été remplacées et que vous avez déboursé complètement ou partiellement les coûts pour le travail effectué, vous pourriez être admissible à un remboursement d'Acura pour une partie du montant que vous avez payé.

Veuillez consulter le Formulaire de remboursement ci-joint pour obtenir l'information relative à l'admissibilité, quels sont les documents d'appui nécessaires, et la façon de calculer le montant du remboursement.

Délai prescrit

Votre véhicule est admissible aux avantages décrits par cette campagne pour une période de trois ans à compter de la date du premier contrat d'achat ou de location du véhicule neuf chez un concessionnaire Acura canadien. Après cette échéance, votre véhicule ne sera plus admissible aux conditions de cette campagne.

Avec qui devez-vous communiquer si vous avez besoin de plus amples informations?

Si vous désirez obtenir de plus amples informations, que vous avez besoin d'assistance pour trouver un concessionnaire Acura ou que vous avez des inquiétudes au sujet de cette campagne, veuillez communiquer avec le département des services aux clients Acura au numéro de téléphone ou à l'adresse indiquée plus bas, ou visitez notre site Web au www.myacura.ca.

Nous vous remercions de votre collaboration.

Cordialement,



Jerry Chenkin
Vice-président exécutif

Formulaire de remboursement pour le remplacement des plaquettes de frein arrière

Admissibilité

Afin d'être admissible à un remboursement relatif à un remplacement de plaquettes de frein arrière et aux travaux connexes, vous devez être un résident canadien et vous devez être le propriétaire du véhicule ou le titulaire de la location-bail au moment présent, ou avoir précédemment acheté ou loué un véhicule Acura TSX d'année-modèle 2009.

Délai prescrit concernant un remplacement antérieur

Afin d'être admissible à un remboursement, le remplacement des plaquettes de frein arrière et les travaux connexes doivent avoir (a) été effectués dans un délai de moins de 3 ans à compter de la date du premier contrat d'achat ou de location du véhicule neuf, (b) nécessité un remplacement dû à l'usure (les remplacements et les travaux requis suivant un accident ou une utilisation abusive sont exclus), et (c) été complétés avant la date indiquée sur cette lettre.

Frais admissibles

Les frais admissibles pour ce remboursement comprennent les frais associés aux pièces et à la main d'œuvre requise pour remplacer les plaquettes de frein arrière, ainsi que pour des travaux connexes qui ont été payés par vous-même ou en votre nom, et qui n'ont pas été autrement remboursés par Acura ou par une tierce partie. Si vous avez profité d'une indemnisation ou d'un remboursement d'une tierce partie (y compris Acura), le montant de cette indemnisation ou de ce remboursement sera déduit des frais admissibles qui vous seront remboursés dans le cadre de cette campagne.

Le montant du remboursement

Selon les conditions prévues dans la section « Frais admissibles », lors de la réception d'un formulaire de remboursement dûment rempli, ainsi que des documents d'appui requis, Honda Canada Inc. vous remboursera 50 % des frais admissibles susmentionnés, jusqu'à concurrence de 125 \$.

Vous pourriez être admissible à plus d'un remboursement pour le remplacement de plaquettes de frein arrière et de travaux connexes. Vous pourriez également être admissible à un remboursement pour un remplacement de plaquettes de frein arrière et des travaux connexes antérieurs AINSI QU'À un remplacement ultérieur, comme il est précisé dans la section « Que devez-vous faire? » de la lettre concernant cette « Campagne de satisfaction de la clientèle ».

Date limite pour effectuer une réclamation

Les réclamations concernant le remplacement des plaquettes de frein arrière et les travaux connexes doivent être reçues par Honda Canada Inc., au plus tard, le 5 juillet 2010.

Exemples :

N° 1 Si l'achat de votre véhicule a initialement eu lieu le 30 novembre 2007 et que vous avez fait remplacer les plaquettes de frein arrière en mai 2009, et que vous avez payé 200 \$ pour le remplacement et les travaux connexes sans avoir reçu d'indemnisation ou de remboursement d'une tierce partie, vous êtes admissible à obtenir un remboursement de la part d'Acura pour la somme de 100 \$ (soit 50 % du montant que vous avez payé).

N° 2 Si l'achat de votre véhicule a initialement eu lieu le 30 novembre 2007 et que vous avez fait remplacer les plaquettes de frein arrière en mai 2009, et que les frais associés au remplacement et aux travaux connexes ont été de 200 \$ pour lesquels vous avez payé 200 \$, et que vous avez reçu un remboursement de 60 \$ d'une tierce partie (y compris Acura), vous êtes admissible à obtenir un remboursement de la part d'Acura pour la somme de 70 \$ (200 \$ - 60 \$ x 50 %).

Cette « Demande de remboursement », ainsi que les autres documents requis doivent être soumis par la poste à :

Demande de remboursement
Honda Canada Inc.
Services aux clients Acura
715 Milner Avenue
Toronto, ON M1B 2K8

Chaque demande sera examinée et traitée sur une base individuelle, à condition que *l'information exigée ainsi que les autres documents requis* soient soumis au même moment que celle-ci (voir ci-dessous). Toute demande soumise qui n'est pas accompagnée de toute l'information requise sera retournée au client.

Veillez prendre note : La demande de remboursement doit être soumise (oblitérée par la poste) en date du 5 juillet 2010 au plus tard. Les demandes reçues après cette date ne seront pas acceptées.

LES DOCUMENTS D'APPUI QUE VOUS DEVEZ ANNEXER À VOTRE DEMANDE :

La preuve que vous êtes le propriétaire actuel ou précédent du véhicule :
Une copie de l'enregistrement du véhicule actuel si vous êtes le propriétaire actuel
Le contrat de vente qui fournit la preuve de votre achat initial ou la vente ultérieure du véhicule si vous en êtes un propriétaire antérieur

Bon de réparation d'origine ou une copie conforme de celui-ci, indiquant :
Le nom, l'adresse et le numéro de téléphone de l'atelier de réparations
Votre nom complet et votre adresse au moment de la réparation
Numéro d'identification du véhicule en entier (NIV)
Numéro de la plaque d'immatriculation
Kilométrage au moment de la réparation
Date de la réparation
Une description claire de la cause du problème ayant entraîné la nécessité d'effectuer cette réparation
Une description claire de toute main-d'œuvre, de pièces et de matériaux utilisés pour effectuer la réparation
Une description précise des frais concernant la réparation, ou une partie de celle-ci, que vous avez dû payer

Votre nom : _____

Adresse : _____

N° de téléphone au domicile : _____

N° de téléphone au travail : _____

Le numéro d'identification du véhicule (NIV - 17 chiffres) : _____

J'atteste que je suis l'acheteur ou le locataire du véhicule décrit ci-dessus, que j'ai été un résident canadien au moment de l'achat ou de la location de celui-ci, que le véhicule a été acheté ou loué au Canada, et qu'à ma connaissance, l'information fournie dans cette réclamation et les documents soumis à l'appui sont véridiques et corrects.

Signature : _____ Date : _____

SCHEDULE “ B ”

2008-2009 HONDA ACCORD AND 2009 ACURA TSX CLASS ACTION OPT-OUT FORM

I, _____ (print full name), elect to opt out of the 2008-2009 Honda Accord and 2009 Acura TSX Class Action, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement in *9134-9258 Québec Inc. v. Honda Canada Inc. & al.*, Court File No. 500-06-000510-103.

I understand and accept the consequences of opting out, including but not limited to:

1. Class Counsel cannot represent me and is not permitted to assist me in any way.
2. I will be responsible for all legal fees and costs that may be incurred by me if I choose to pursue my own individual claim.

I confirm that I am legally entitled to opt out of this litigation and I do not require the consent of any third party in order to do so.

Date

Signature

Name: _____

Address: _____

Telephone Number: _____

Alternative Telephone Number: _____

E-mail: _____

Vehicle: Honda Accord 2008

Honda Accord 2009

Acura TSX 2009

Vehicle Identification Number-17 digits: _____

Please complete the opt-out form in its entirety and return the completed form to the addresses below on or before ●, 2015 (note: to be added after notice is authorized).

Please send the completed opt-out form by mail or fax to the following:

Class Counsel	Defence Counsel (Honda)	Superior Court of Québec
Consumer Law Group Inc. Attention: Jeffrey Orenstein 1030 rue Berri Suite 102 Montréal, Québec H2L 4C3 Fax: (514) 868-9690	Lavery, de Billy Attention: Luc Thibaudeau 1 Place Ville Marie Suite 4000 Montréal, Québec H3B 4M4 Fax: (514) 871-8977	Clerk of the Superior Court of Québec Palais de Justice de Montréal 1, rue Notre-Dame Est Montréal, Québec H2Y 1B6 Court File No. 500-06-000510-103

SCHEDULE “ C ”



123456

MR JOHN SAMPLE
123 ANY STREET
TORONTO ON M1J 2Y9

January 2010

Customer Satisfaction Campaign: Rear Brakes

Dear Honda Accord Owner:

Honda Canada has decided to undertake a Customer Satisfaction Campaign that applies to the rear brakes of your 2008-2009 Honda Accord. We wish to assure you that this action is being taken as a customer satisfaction measure and not due to safety concerns. We request that you follow the instructions in this letter in order to secure the service described for your rear brakes, at no cost to you, or to obtain reimbursement for past rear brake repairs described in this letter.

Check your VIN

We try to ensure that our records are complete but sometimes they are not. Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the lower driver's side corner of your vehicle's windshield or on the driver's side door jamb sticker. If it does not, please contact our Customer Relations Department and a representative will verify whether your vehicle is in fact included in this Customer Satisfaction Campaign. If you no longer own this vehicle, or some information in this notice is incorrect, please fill out and return the included postage paid Information Change Card or forward this notice to the new owner if possible.

What is the issue?

Honda Canada wishes to address the possibility that certain driving habits or conditions in Canada may cause premature rear brake pad wear. As stated in your Owner's Manual, the disc brakes on your vehicle are equipped with audible brake pad wear indicators. If you hear a distinct, metallic screeching sound when you apply the brake pedal, this is a signal that your brake pads need replacing. If you do not have the brake pads replaced, they will begin to screech continuously. (Note that it is normal for the brakes to occasionally squeal or squeak when you apply them - that is not the more sustained sound we are describing here.)

What should you do?

When your rear brake pads require replacement, as signalled by a consistent screeching sound, please contact your authorized Honda dealer to schedule an appointment. If your rear brake pads need to be replaced, new brake pads will be installed or, if necessary, your rear brake calipers which include the new brake pads will be replaced, at no charge. This service work will typically take less than a day.

What if you have already paid to have your rear brake pads replaced?

If the rear brake pads on your vehicle have already been replaced and you paid for some or all of the related work, you may be eligible for reimbursement from Honda for a portion of what you paid.

Please refer to the enclosed Reimbursement Form for information on how to determine eligibility, what supporting documentation is required and how to calculate the amount of the reimbursement.

Time Limit

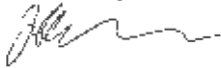
Your vehicle is eligible for the benefits under this Campaign for a period beginning three years from the date the vehicle was first purchased or leased as a brand new vehicle from a Canadian Honda dealer. After that date, your vehicle will no longer be eligible under this Campaign.

Who to contact if you need more information?

If you would like more information, require assistance locating a Honda Dealer or have any concerns regarding any work done under this campaign, please contact Honda Canada's Customer Relations Department at the telephone number or address below, or visit our website at www.myhonda.ca.

We thank you for your co-operation.

Sincerely,



Jerry Chenkin
Executive Vice President

Rear Brake Pad Replacement Reimbursement Form

Eligibility

To be eligible for reimbursement for a past rear brake pad replacement and related work you must be a resident of Canada who currently owns or leases, or previously owned or leased, a 2008 or 2009 model year Honda Accord.

Required Time Frame for Past Replacement

To be eligible for reimbursement, the rear brake pad replacement and related work must have been (a) performed within three years of the date that the vehicle was first purchased or leased as a new vehicle, (b) necessitated by wear and tear (replacements and work necessitated by accident and abuse are excluded), and (c) completed before the date of this letter.

Eligible Costs

The costs that are eligible for this reimbursement are the cost of the parts and labour that were required to replace the rear brake pads and any related work for which money was actually paid by you or on your behalf and not otherwise reimbursed by Honda or another third party. If you received compensation or reimbursement from another party (including Honda), the amount of this compensation or reimbursement will be deducted from the Eligible Costs reimbursed to you under this Campaign.

The Reimbursement Amount

Subject to the adjustments described in the Eligible Costs section, upon receipt of a properly completed Reimbursement Form and the required supporting documentation, Honda will reimburse you 50% of the Eligible Costs described above to a maximum of \$125.

You may be eligible for more than one reimbursement for past rear brake pad replacement and related work. You may also be eligible for both a reimbursement for a past rear brake pad replacement and related work AND for a future replacement as outlined under "What Should You Do?" in the Customer Satisfaction Campaign letter.

Claim Deadline

Claims for past rear brake pad replacement and related work must be received by Honda by no later than July 5, 2010.

Examples:

1 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, and you paid \$200 for the replacement and related work with no compensation or reimbursement from another party, you will be entitled to a reimbursement from Honda of \$100 (50% of the amount you paid).

2 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, the cost of the replacement and related work was \$200, you paid \$200 and later received a \$60 reimbursement from a third party (including Honda), you will be entitled to a reimbursement from Honda of \$70 (\$200 - \$60 x 50%).

This 'Application for Reimbursement' and required documentation must be submitted by mail to:

Application for Reimbursement
Honda Canada Inc.
Customer Relations Department
715 Milner Avenue
Toronto, ON M1B 2K8

Each application will be considered and processed on an individual basis, provided *the required information and documentation* have been submitted with it (see below). Any application submitted without all required information will be returned to the customer.

Please note: Application for reimbursement must be submitted (post office dated) by July 5, 2010. Applications received after that date will not be accepted.

SUPPORTING DOCUMENTATION YOU MUST ATTACH TO YOUR APPLICATION:

Proof that you are the current or previous owner of the vehicle:

- Copy of the current vehicle registration if you are the current owner
- Bill of Sale evidencing your initial purchase or later sale of the vehicle if you are a previous owner

Original repair order, or true copy thereof indicating:

- Name, address and telephone number of the repair facility
- Your full name and address at the time of the repair
- Full vehicle identification number (VIN)
- License plate number
- Odometer reading at time of repair
- Date of repair
- Clear description of the nature of the problem requiring repair
- Clear description of all labour, parts and materials used to make the repair
- Clear indication of the repair charges, or portion thereof, you were required to pay

Your Name: _____

Address: _____

Home Tel.: _____ Business Tel.: _____

Vehicle Identification Number (VIN-17 digits): _____

I verify that I am the purchaser or lessee of the vehicle described above, that I was a resident of Canada at the time of its purchase or lease, that the vehicle was purchased or leased in Canada, and that to the best of my knowledge, the information provided in this claim form and the supporting documentation are true and correct.

Signature _____ Date: _____

SCHEDULE “ D ”



VIN: JH4CU26619C803662

DR ABHINAV IYENGAR
105 ARCOLA PVT
OTTAWA ON K1K 4W9

January 2010

Customer Satisfaction Campaign: Rear Brakes

Dear Acura TSX Owner:

Honda Canada Inc. has decided to undertake a Customer Satisfaction Campaign that applies to the rear brakes of your 2009 Acura TSX. We wish to assure you that this action is being taken as a customer satisfaction measure and not due to safety concerns. We request that you follow the instructions in this letter in order to secure the service described for your rear brakes, at no cost to you, or to obtain reimbursement for past rear brake repairs described in this letter.

Check your VIN

We try to ensure that our records are complete but sometimes they are not. Please check the 17-digit Vehicle Identification Number (VIN) at the top of this letter to ensure that it matches the 17-digit VIN on the lower driver's side corner of your vehicle's windshield or on the driver's side door jamb sticker. If it does not, please contact our Acura Client Services and a representative will verify whether your vehicle is in fact, included in this Customer Satisfaction Campaign. If you no longer own this vehicle, or some information in this notice is incorrect, please fill out and return the included postage paid Information Change Card or forward this notice to the new owner if possible.

What is the issue?

Honda Canada Inc. wishes to address the possibility that certain driving habits or conditions in Canada may cause premature rear brake pad wear. As stated in your Owner's Manual, the disc brakes on your vehicle are equipped with audible brake pad wear indicators. If you hear a distinct, metallic screeching sound when you apply the brake pedal, this is a signal that your brake pads need replacing. If you do not have the brake pads replaced, they will begin to screech continuously. (Note: that it is normal for the brakes to occasionally squeal or squeak when you apply them - that is not the more sustained sound we are describing here.)

What should you do?

When your rear brake pads require replacement as signalled by a consistent screeching sound, please contact your authorized Acura dealer to schedule an appointment. If your rear brake pads need to be replaced, new brake pads will be installed or, if necessary, your rear brake calipers which include the new brake pads will be replaced, at no charge. This service work will typically take less than a day.

What if you have already paid to have your rear brake pads replaced?

If the rear brake pads on your vehicle have already been replaced and you paid for some or all of the related work, you may be eligible for reimbursement from Acura for a portion of what you paid.

Please refer to the enclosed Reimbursement Form for information on how to determine eligibility, what supporting documentation is required and how to calculate the amount of the reimbursement.

Time Limit

Your vehicle is eligible for the benefits under this Campaign for a period beginning three years from the date the vehicle was first purchased or leased as a brand new vehicle from a Canadian Acura dealer. After that date, your vehicle will no longer be eligible under this Campaign.

Who to contact if you need more information?

If you would like more information, require assistance locating an Acura Dealer or have any concerns regarding any work done under this campaign, please contact Acura Client Services at the telephone number or address below, or visit our website at www.myacura.ca.

We thank you for your co-operation.

Sincerely,



Jerry Chenkin
Executive Vice President

Rear Brake Pad Replacement Reimbursement Form

Eligibility

To be eligible for reimbursement for a past rear brake pad replacement and related work you must be a resident of Canada who currently owns or leases, or previously owned or leased, a 2009 model year Acura TSX.

Required Time Frame for Past Replacement

To be eligible for reimbursement, the rear brake pad replacement and related work must have been (a) performed within three years of the date that the vehicle was first purchased or leased as a new vehicle, (b) necessitated by wear and tear (replacements and work necessitated by accident and abuse are excluded), and (c) completed before the date of this letter.

Eligible Costs

The costs that are eligible for this reimbursement are the cost of the parts and labour that were required to replace the rear brake pads and any related work for which money was actually paid by you or on your behalf and not otherwise reimbursed by Acura or another third party. If you received compensation or reimbursement from another party (including Acura), the amount of this compensation or reimbursement will be deducted from the Eligible Costs reimbursed to you under this Campaign.

The Reimbursement Amount

Subject to the adjustments described in the Eligible Costs section, upon receipt of a properly completed Reimbursement Form and the required supporting documentation, Honda Canada Inc will reimburse you 50% of the Eligible Costs described above to a maximum of \$125.

You may be eligible for more than one reimbursement for past rear brake pad replacement and related work. You may also be eligible for both a reimbursement for a past rear brake pad replacement and related work AND for a future replacement as outlined under "What Should You Do?" in the Customer Satisfaction Campaign letter.

Claim Deadline

Claims for past rear brake pad replacement and related work must be received by Honda Canada Inc by no later than July 5, 2010.

Examples:

1 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, and you paid \$200 for the replacement and related work with no compensation or reimbursement from another party, you will be entitled to a reimbursement from Acura of \$100 (50% of the amount you paid).

2 If your vehicle was first purchased on November 30, 2007, you had a rear brake pad replacement done in May 2009, the cost of the replacement and related work was \$200, you paid \$200 and later received a \$60 reimbursement from a third party (including Acura), you will be entitled to a reimbursement from Acura of \$70 (\$200 - \$60 x 50%).

This 'Application for Reimbursement' and required documentation must be submitted by mail to:

Application for Reimbursement
Honda Canada Inc.
Acura Client Services
715 Milner Avenue
Toronto, ON M1B 2K8

Each application will be considered and processed on an individual basis, provided *the required information and documentation* have been submitted with it (see below). Any application submitted without all required information will be returned to the customer.

Please note: Application for reimbursement must be submitted (post office dated) by July 5, 2010. Applications received after that date will not be accepted.

SUPPORTING DOCUMENTATION YOU MUST ATTACH TO YOUR APPLICATION:

Proof that you are the current or previous owner of the vehicle:

- Copy of the current vehicle registration if you are the current owner
- Bill of Sale evidencing your initial purchase or later sale of the vehicle if you are a previous owner

Original repair order, or true copy thereof indicating:

- Name, address and telephone number of the repair facility
- Your full name and address at the time of the repair
- Full vehicle identification number (VIN)
- License plate number
- Odometer reading at time of repair
- Date of repair
- Clear description of the nature of the problem requiring repair
- Clear description of all labour, parts and materials used to make the repair
- Clear indication of the repair charges, or portion thereof, you were required to pay

Your Name: _____

Address: _____

Home Tel.: _____ Business Tel.: _____

Vehicle Identification Number (VIN-17 digits): _____

I verify that I am the purchaser or lessee of the vehicle described above, that I was a resident of Canada at the time of its purchase or lease, that the vehicle was purchased or leased in Canada, and that to the best of my knowledge, the information provided in this claim form and the supporting documentation are true and correct.

Signature _____ Date: _____



NIV : JH4CU26619C803466

DR MOHAMAD ANAS ABBAS
815 BOUL DUCHARME
LA TUQUE PQ G9X 3B4

Janvier 2010

Campagne relative à la satisfaction de la clientèle : Freins arrière

Cher propriétaire d'une Acura TSX,

Honda Canada a décidé de débiter une campagne de satisfaction de la clientèle concernant les freins arrière de votre Acura TSX 2009. Nous désirons vous assurer que cette action est entreprise dans le but d'assurer la satisfaction de la clientèle, et que celle-ci n'est nullement reliée à des inquiétudes concernant la sécurité. Nous vous demandons de suivre les instructions incluses avec cette lettre de façon à obtenir le service décrit pour vos freins arrière, sans aucuns frais pour vous, ou afin d'obtenir un remboursement pour des réparations relatives aux freins arrière telles que décrites dans la présente lettre.

Vérifiez votre NIV

Nous tentons de nous assurer que nos dossiers soient complets, mais parfois, ceux-ci ne le sont pas. Veuillez vérifier le numéro d'identification du véhicule (NIV) de 17 caractères se trouvant au haut de cette lettre pour vous assurer que celui-ci corresponde au NIV de 17 caractères apparaissant près du coin inférieur du pare-brise du côté du conducteur, ou sur l'étiquette du montant de la portière du côté du conducteur. Si ce n'est pas le cas, veuillez communiquer avec notre département des services aux clients Acura et un représentant se fera un plaisir de vérifier si votre véhicule est inclus dans cette campagne de satisfaction de la clientèle. Si vous n'êtes plus propriétaire de ce véhicule, ou si l'information sur cet avis est incorrecte, veuillez remplir et nous retourner la Carte de changement d'information déjà affranchie, ou faire parvenir cet avis au nouveau propriétaire si cela est possible.

Quelle est la situation?

Honda Canada désire considérer la possibilité que certaines habitudes ou conditions de conduite au Canada pourraient causer une usure prématurée des plaquettes de frein arrière. Comme indiqué dans votre Manuel du Conducteur, les freins à disques de votre véhicule sont équipés d'indicateurs sonores de l'usure des plaquettes de frein. Si vous entendez un bruit métallique distinct lorsque vous appuyez sur la pédale de frein, cela vous indique que les plaquettes de frein doivent être remplacées. Si vous ne faites pas remplacer les plaquettes, elles commenceront à émettre ce bruit métallique de façon continue. (Remarque : il est normal que les freins grincent de temps à autre lorsque vous appuyez sur la pédale de frein – il ne s'agit pas du bruit métallique perçant décrit plus haut.)

Que devez-vous faire?

Lorsque vos plaquettes de frein arrière nécessitent un remplacement, comme signalé par un bruit métallique perçant et continu, veuillez communiquer avec votre concessionnaire Acura autorisé afin de prendre un rendez-vous. Si vos plaquettes de frein arrière doivent être remplacées, de nouvelles plaquettes seront installées, ou si nécessaire, les étriers arrière qui incluent de nouvelles plaquettes seront remplacés sans frais. Ce type de réparation requiert généralement moins d'une journée.

Que faire si vous avez déjà payé pour faire remplacer vos plaquettes de frein arrière?

Si les plaquettes de frein arrière de votre véhicule ont déjà été remplacées et que vous avez déboursé complètement ou partiellement les coûts pour le travail effectué, vous pourriez être admissible à un remboursement d'Acura pour une partie du montant que vous avez payé.

Veuillez consulter le Formulaire de remboursement ci-joint pour obtenir l'information relative à l'admissibilité, quels sont les documents d'appui nécessaires, et la façon de calculer le montant du remboursement.

Délai prescrit

Votre véhicule est admissible aux avantages décrits par cette campagne pour une période de trois ans à compter de la date du premier contrat d'achat ou de location du véhicule neuf chez un concessionnaire Acura canadien. Après cette échéance, votre véhicule ne sera plus admissible aux conditions de cette campagne.

Avec qui devez-vous communiquer si vous avez besoin de plus amples informations?

Si vous désirez obtenir de plus amples informations, que vous avez besoin d'assistance pour trouver un concessionnaire Acura ou que vous avez des inquiétudes au sujet de cette campagne, veuillez communiquer avec le département des services aux clients Acura au numéro de téléphone ou à l'adresse indiquée plus bas, ou visitez notre site Web au www.myacura.ca.

Nous vous remercions de votre collaboration.

Cordialement,



Jerry Chenkin
Vice-président exécutif

Formulaire de remboursement pour le remplacement des plaquettes de frein arrière

Admissibilité

Afin d'être admissible à un remboursement relatif à un remplacement de plaquettes de frein arrière et aux travaux connexes, vous devez être un résident canadien et vous devez être le propriétaire du véhicule ou le titulaire de la location-bail au moment présent, ou avoir précédemment acheté ou loué un véhicule Acura TSX d'année-modèle 2009.

Délai prescrit concernant un remplacement antérieur

Afin d'être admissible à un remboursement, le remplacement des plaquettes de frein arrière et les travaux connexes doivent avoir (a) été effectués dans un délai de moins de 3 ans à compter de la date du premier contrat d'achat ou de location du véhicule neuf, (b) nécessité un remplacement dû à l'usure (les remplacements et les travaux requis suivant un accident ou une utilisation abusive sont exclus), et (c) été complétés avant la date indiquée sur cette lettre.

Frais admissibles

Les frais admissibles pour ce remboursement comprennent les frais associés aux pièces et à la main d'œuvre requise pour remplacer les plaquettes de frein arrière, ainsi que pour des travaux connexes qui ont été payés par vous-même ou en votre nom, et qui n'ont pas été autrement remboursés par Acura ou par une tierce partie. Si vous avez profité d'une indemnisation ou d'un remboursement d'une tierce partie (y compris Acura), le montant de cette indemnisation ou de ce remboursement sera déduit des frais admissibles qui vous seront remboursés dans le cadre de cette campagne.

Le montant du remboursement

Selon les conditions prévues dans la section « Frais admissibles », lors de la réception d'un formulaire de remboursement dûment rempli, ainsi que des documents d'appui requis, Honda Canada Inc. vous remboursera 50 % des frais admissibles susmentionnés, jusqu'à concurrence de 125 \$.

Vous pourriez être admissible à plus d'un remboursement pour le remplacement de plaquettes de frein arrière et de travaux connexes. Vous pourriez également être admissible à un remboursement pour un remplacement de plaquettes de frein arrière et des travaux connexes antérieurs AINSI QU'À un remplacement ultérieur, comme il est précisé dans la section « Que devez-vous faire? » de la lettre concernant cette « Campagne de satisfaction de la clientèle ».

Date limite pour effectuer une réclamation

Les réclamations concernant le remplacement des plaquettes de frein arrière et les travaux connexes doivent être reçues par Honda Canada Inc., au plus tard, le 5 juillet 2010.

Exemples :

N° 1 Si l'achat de votre véhicule a initialement eu lieu le 30 novembre 2007 et que vous avez fait remplacer les plaquettes de frein arrière en mai 2009, et que vous avez payé 200 \$ pour le remplacement et les travaux connexes sans avoir reçu d'indemnisation ou de remboursement d'une tierce partie, vous êtes admissible à obtenir un remboursement de la part d'Acura pour la somme de 100 \$ (soit 50 % du montant que vous avez payé).

N° 2 Si l'achat de votre véhicule a initialement eu lieu le 30 novembre 2007 et que vous avez fait remplacer les plaquettes de frein arrière en mai 2009, et que les frais associés au remplacement et aux travaux connexes ont été de 200 \$ pour lesquels vous avez payé 200 \$, et que vous avez reçu un remboursement de 60 \$ d'une tierce partie (y compris Acura), vous êtes admissible à obtenir un remboursement de la part d'Acura pour la somme de 70 \$ (200 \$ - 60 \$ x 50 %).

Cette « Demande de remboursement », ainsi que les autres documents requis doivent être soumis par la poste à :

Demande de remboursement
Honda Canada Inc.
Services aux clients Acura
715 Milner Avenue
Toronto, ON M1B 2K8

Chaque demande sera examinée et traitée sur une base individuelle, à condition que *l'information exigée ainsi que les autres documents requis* soient soumis au même moment que celle-ci (voir ci-dessous). Toute demande soumise qui n'est pas accompagnée de toute l'information requise sera retournée au client.

Veillez prendre note : La demande de remboursement doit être soumise (oblitérée par la poste) en date du 5 juillet 2010 *au plus tard*. Les demandes reçues après cette date ne seront pas acceptées.

LES DOCUMENTS D'APPUI QUE VOUS DEVEZ ANNEXER À VOTRE DEMANDE :

La preuve que vous êtes le propriétaire actuel ou précédent du véhicule :
Une copie de l'enregistrement du véhicule actuel si vous êtes le propriétaire actuel
Le contrat de vente qui fournit la preuve de votre achat initial ou la vente ultérieure du véhicule si vous en êtes un propriétaire antérieur

Bon de réparation d'origine ou une copie conforme de celui-ci, indiquant :
Le nom, l'adresse et le numéro de téléphone de l'atelier de réparations
Votre nom complet et votre adresse au moment de la réparation
Numéro d'identification du véhicule en entier (NIV)
Numéro de la plaque d'immatriculation
Kilométrage au moment de la réparation
Date de la réparation
Une description claire de la cause du problème ayant entraîné la nécessité d'effectuer cette réparation
Une description claire de toute main-d'œuvre, de pièces et de matériaux utilisés pour effectuer la réparation
Une description précise des frais concernant la réparation, ou une partie de celle-ci, que vous avez dû payer

Votre nom : _____

Adresse : _____

N° de téléphone au domicile : _____

N° de téléphone au travail : _____

Le numéro d'identification du véhicule (NIV - 17 chiffres) : _____

J'atteste que je suis l'acheteur ou le locataire du véhicule décrit ci-dessus, que j'ai été un résident canadien au moment de l'achat ou de la location de celui-ci, que le véhicule a été acheté ou loué au Canada, et qu'à ma connaissance, l'information fournie dans cette réclamation et les documents soumis à l'appui sont véridiques et corrects.

Signature : _____ Date : _____