

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) **Mon DAY THE DAY**
)
JUSTICE TRANQUILLI) **8th OF March, 2021**

B E T W E E N

AIMEE SKYE

Plaintiff

and

**HONDA NORTH AMERICA, INC., AMERICAN HONDA MOTOR CO., INC., HONDA
MOTOR COMPANY LTD., and HONDA CANADA INC.**

Defendants

Proceeding under the Class Proceedings Act, 1992

ORDER

(Settlement and Class Counsel Fee Approval)

THIS MOTION, made by the Plaintiff Aimee Skye for an order approving the Honda Canadian Oil Dilution Class Action Settlement Agreement dated as of July 22, 2020 and the Recitals and Exhibit thereto (the “**Agreement**”) made between Honda and the Plaintiff (as defined in the Agreement) to settle the within action and to approve the Class Counsel Fee was heard on March 8, 2021 at the Court House, 80 Dundas St., London, Ontario.

ON READING the materials filed, including:

- (a) the Agreement, attached to this order as Schedule “A”;

- (b) the affidavit of Chelsea Smith, sworn March 4, 2021, and the exhibits thereto;
- (c) the affidavit of Aimee Skyee, sworn March 1, 2021, and the exhibits thereto;
- and
- (d) the affidavit of Victoria Fellner sworn January 14, 2021;

ON HEARING the submissions of Class Counsel and Defence Counsel;

AND ON BEING ADVISED that the termination right provided in Section 7.3 of the Agreement was not triggered;

AND without any admission of liability on the part of Honda, which has denied any and all liability;

THIS COURT HEREBY ORDERS AND DECLARES AS FOLLOWS:

1. The time for filing, service, and confirmation of this motion be and is hereby abridged such that the motion is properly returnable today and any further service is hereby dispensed with.

Interpretation

2. The Agreement is hereby incorporated by reference and forms part of this Order. The definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

3. In the event of any conflict between the Agreement and this Order, this Order shall prevail.

Notice

4. The Settlement Administrator completed dissemination of the Notice in accordance with the Notice Plan on November 16, 2020, and that date is hereby declared to be the Notice Date.

Settlement Approval

5. The Agreement is fair, reasonable and in the best interests of the Class, and is approved pursuant to s. 29 of the Class Proceedings Act. The Agreement shall be implemented and enforced in accordance with its terms.

6. This Order and the Agreement are binding upon Settlement Class Members, including any Settlement Class Member who is a minor or mentally incapable, and the requirements of rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, are hereby dispensed with in respect of this Action.

Released Claims

7. It is hereby declared that the Releasors have released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

8. None of the Releasors, and no legally authorized representative of any of the Releasors, may file, commence, prosecute, intervene in, or participate as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the Released Claims.

9. None of the Releasors, and no legally authorized representative of any of the Releasors, may file, commence, or prosecute any lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any other person (including by seeking to amend a pending complaint or action to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the Released Claims.

10. None of the Releasors, and no legally authorized representative of any of the Releasors, may attempt to effect an opt out of a class of individuals in any lawsuit or administrative, regulator, arbitration, or other proceeding based on, relating to or arising out of the Released Claims.

11. None of the Releasors may now or hereafter institute, continue, maintain or assert, either directly or indirectly, 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 person who may claim contribution or indemnity, or any other claim over for relief from any of the Releasees in respect of any Released Claim or any matter related thereto.

12. Any proceeding against any of the Releasees related to the Released Claims shall be immediately dismissed, and the Parties shall request any court in which such claim is or has been commenced to order the immediate dismissal of the same.

No Admission of Liability

13. Nothing in this Order shall be deemed, construed or interpreted to be an admission of any violating of any statute or law, or an admission of any wrongdoing or liability by Honda, or an admission of the truth of any of the claims or allegations contained in this Action or the Actions.

Termination

14. This Order shall be declared null and void on a subsequent motion made on notice in the event that the Agreement is terminated in accordance with its terms.

Application for Directions

15. For the purposes of administration and enforcement of the Order and the Agreement, this Court will retain an ongoing supervisory role.

16. The Defendants of Class Counsel may apply, on notice to all parties, to the court for directions in respect of the implementation or administration of the Order or the Agreement.

Dismissal

17. Promptly after the Effective Date, Class Counsel shall arrange for the dismissal of this Action with prejudice as against Honda, and the Action shall thereupon be wholly dismissed with prejudice as against Honda. The dismissal shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

Class Counsel Fees, Disbursements and Taxes

18. Within thirty (30) days after the Effective Date, Honda Canada shall pay to Class Counsel the amount of CAD \$226,282.50 in full satisfaction and final payment of all of Honda's obligations in respect of fees, disbursements and taxes in connection with the Actions, including, without limitation, any fees or levies by the Law Society of Ontario or the Fonds d'aide aux actions collectives (Quebec) or any future fees or costs of any kind to be incurred in connection

with administering or monitoring the Settlement during the settlement administration process provided for in the Agreement, and in full satisfaction of Honda's obligations with respect to Class Counsel Fees arising from a separate Class Counsel fee agreement.

A handwritten signature in blue ink, reading "J. Tranquilli J.", positioned above a horizontal line.

THE HONOURABLE JUSTICE TRANQUILLI