

AMENDED EXHIBIT 6

AUTHORIZED BY THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

If You Currently or Previously Owned, Purchased, or Leased Certain Honda or Acura Vehicles, You Could Get a Cash Payment and Other Benefits from a Class Action Settlement.

Para ver este aviso en español, visita www.AutoAirbagSettlement.com

- There is a proposed settlement in a class action lawsuit against Takata Corporation, its affiliates, and car companies that used Takata airbags. The settlement resolves claims against Honda entities, including Honda Motor Co., Ltd., American Honda Motor Co., Inc., Honda R&D Co., Ltd., and Honda of America Mfg., Inc. (collectively “Honda”) that were based on the use of Takata airbags in Honda and Acura vehicles. People covered by the settlement have legal rights and options, and there are deadlines for exercising those rights and options.
- You are covered by the settlement if you own or owned, or lease or leased, certain Honda vehicles (which are listed in the answer to Question 3 below) as of certain dates specified below.
- The proposed settlement provides for several benefits, including an Enhanced Rental Car/Loaner Program, an Out-of-Pocket Claims Process, a Customer Support Program, and a Residual Distribution of money. There is also an Outreach Program which encourages Honda customers to bring in their cars for a free repair of recalled Takata airbag inflators.

IF YOU HAVE RECEIVED A SEPARATE RECALL NOTICE FOR YOUR HONDA OR ACURA VEHICLE AND HAVE NOT YET HAD YOUR AIRBAGS FIXED, YOU SHOULD DO SO AS SOON AS POSSIBLE.

Please read this Notice carefully. Your legal rights are affected, whether you act or not. You are encouraged to periodically check the website, www.AutoAirbagSettlement.com, because it will be updated with additional information.

A. BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options and associated deadlines before the Court decides whether to approve the settlement. The name of the lawsuit is *In re Takata Airbag Product Liability Litigation*, No. 15-MD-2599-FAM. Takata and several car companies, including Honda, have been named as defendants in the lawsuit. This Notice explains the lawsuit, the proposed

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settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the settlement. Payments and other benefits will be distributed only if the Court finally approves the settlement and, subject to the terms of the Settlement, the settlement approval is upheld after any appeals. Please be patient and check the website identified in this Notice regularly. Please do not contact Honda Dealers about the details of this settlement while it is pending before the Court.

*Your legal rights may be affected even if you do not act.
Please read this Notice carefully.*

YOUR RIGHTS AND CHOICES

<i>YOU MAY:</i>		<i>DATE/CLAIM PERIOD</i>
FILE A REGISTRATION / CLAIM FORM(S)	<p>This is the only way you can receive cash payments from the Out-of-Pocket Claims Process or the Residual Distribution, if any funds remain.</p> <p>There are different deadlines to file a claim depending on your situation. The column to the right explains those deadlines.</p>	<p><i>(a) Class Members who, before September 19, 2017, sold or returned, pursuant to a lease, a Subject Vehicle will have one year from the Effective Date to submit a Registration/Claim Form.</i></p> <p><i>(b) Class Members who owned or leased a Subject Vehicle on September 19, 2017 shall have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.</i></p> <p><i>The Effective Date and Final Registration/Claim Deadline, when known, will be posted on the Settlement website.</i></p>

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<p>OBTAIN OTHER SETTLEMENT BENEFITS</p>	<p>If you are a Class Member, you may also be eligible to participate in the Enhanced Rental Car/Loaner Program and/or receive benefits from the Customer Support Program.</p> <p>Under the Enhanced Rental Car/Loaner Program, Honda will provide a rental/loaner vehicle to Class Members while they are waiting for the Recall Remedy to be performed.</p> <p>Honda will also provide a Customer Support Program, which will provide warranty coverage for repairs of certain Takata inflators and replacement inflators installed through the Recall Remedy.</p> <p>There is also an Outreach Program that is designed to maximize completion of the Recall Remedy.</p>	
<p>OBJECT</p>	<p>Write to the Court about why you do not like the proposed settlement.</p>	<p><i>January 8, 2018</i></p>
<p>EXCLUDE YOURSELF</p>	<p>Ask to get out (opt out) of the proposed settlement. If you do this, you are not entitled to all of the settlement benefits, but you keep your right to sue Honda about the issues in your own lawsuit if you file one.</p>	<p><i>January 8, 2018</i></p>
<p>APPEAR IN THE LAWSUIT OR GO TO THE FAIRNESS HEARING</p>	<p>You are not required to enter an appearance in the lawsuit to participate in the proposed settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection (unless you opt out). You can also ask to speak in Court at the Fairness Hearing if you have previously filed an objection and submitted a timely notice of intention to appear at the Fairness Hearing.</p>	<p><i>Appearance deadline is January 8, 2018</i></p> <p><i>The Court will hold the Fairness Hearing at 2:00pm (ET) on February 7, 2018</i></p>
<p>DO NOTHING</p>	<p>You may not receive certain settlement benefits that you may otherwise be eligible for and you give up the right to sue Honda about the issues in the lawsuit.</p>	

2. What is the lawsuit about?

The lawsuit alleges that certain car companies, including Honda, manufactured, distributed, or sold vehicles with defective Takata airbag inflators. The inflators can, upon deployment, rupture and expel debris or shrapnel at the driver or passenger. The lawsuit being settled does not raise personal injury claims, but instead alleges that the plaintiffs lost money as a result of buying or leasing a car with defective airbag inflators.

The lawsuit claims violations of various state consumer protection laws, among other claims. You can read the Second Amended Consolidated Class Action Complaint by visiting www.AutoAirbagSettlement.com. Honda denies that it violated any law, denies liability, and denies that it engaged in any wrongdoing with respect to the manufacture, distribution, or sale of the Subject Vehicles. The parties agreed to resolve the case before these issues were decided by the Court.

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A detailed description of the legal proceedings, including motions to dismiss, is set forth in the Settlement Agreement, which is on the settlement website www.AutoAirbagSettlement.com.

Separately, on January 13, 2017, Takata Corporation signed a criminal plea agreement in which it admitted, among other things, that it “knowingly devised and participated in a scheme to obtain money and enrich Takata by, among other things, inducing the victim [car companies] to purchase airbag systems from Takata that contained faulty, inferior, nonperforming, non-conforming, or dangerous PSAN inflators by deceiving the [car companies] through the submission of false and fraudulent reports and other information that concealed the true and accurate test results for the inflators which the [car companies] would not have otherwise purchased as they were.” On the same day, an indictment of three Takata employees on related charges was unsealed. Takata entered a guilty plea to one count of fraud before U.S. District Judge George Caram Steeh, as part of a settlement with the U.S. Department of Justice. *See U.S. v. Takata Corporation*, No. 2:16-cr-20810 GCS EAS, Dkt. No. 23 (E.D. Mich. Feb. 27, 2017).

3. What vehicles are included in the settlement?

The following Honda and Acura vehicles (called the “Subject Vehicles”) distributed for sale or lease in the United States, the District of Columbia, Puerto Rico or any other United States territories or possessions are included:

<u>Model Years</u>	<u>Make and Model</u>
2001-2015	HONDA CIVIC 4D
2001-2015	HONDA CIVIC 2D
2001-2013	HONDA ACCORD 4D-L4
2001-2002, 2008-2013	HONDA ACCORD 4D-V6
2001-2002, 2008-2013	HONDA ACCORD 2D-L4
2001-2002, 2008-2013	HONDA ACCORD 2D-V6
2014 (RC)	HONDA ACCORD PLUG-IN HYBRID
2002-2016	HONDA CR-V
2010-2014, 2015 (RC)	HONDA ACCORD CROSSTOUR
2003-2015	HONDA PILOT
2002-2004	HONDA ODYSSEY
2006-2014	HONDA RIDGELINE
2003-2011	HONDA ELEMENT
2007-2014	HONDA FIT
2010-2014	HONDA INSIGHT
2011-2014, 2015 (RC)	HONDA CR-Z
2003	ACURA CL
2009-2014	ACURA TSX
2011-2014	ACURA TSX WGN
2013-2015, 2016 (RC)	ACURA ILX
2003-2006	ACURA MD-X
2007-2016, 2017 (RC)	ACURA RDX
2002-2003, 2009-2014	ACURA TL/TLX
2005-2012, 2014-2016, 2017 (RC)	ACURA RL/RL-X
2010-2013	ACURA ZD-X

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<u>Model Years</u>	<u>Make and Model</u>
2010-2014	ACURA FCX

4. Why is this a class action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are the “Class” or “Class Members” if the Court approves this procedure. Once approved, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why is there a settlement?

Both sides in the lawsuit agreed to a settlement in order to increase recall completion rates and avoid the cost and risk of further litigation, with the goal of enhanced customer satisfaction. As a result of the settlement, the Class Members will get the benefits of the settlement and, in exchange, Honda will receive a release from liability. The settlement does not mean that Honda broke any laws or did anything wrong. The Court did not decide which side was right. This settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives/Named Plaintiffs and the lawyers representing them (called “Settlement Class Counsel”) believe the settlement is in the best interests of all Class Members.

The main terms of the settlement are summarized in this Notice. The Settlement Agreement along with all exhibits provides more detail about the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

B. WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to figure out whether you are a Class Member.

6. How do I know if I am part of the settlement?

You are part of the settlement if you are:

(1) a person or entity who or which owned or leased a Subject Vehicle (the cars listed in the answer to Question 3 above) distributed for sale or lease in the United States or any of its territories or possessions, as of September 19, 2017, or

(2) a person or entity who or which formerly owned or leased a Subject Vehicle distributed for sale or lease in the United States or any of its territories or possessions, and who or which sold or returned, pursuant to a lease, a Subject Vehicle after November 11, 2008 and through September 19, 2017.

The group of people described above is called the “Class.” Excluded from this Class are (a) Honda, its officers, directors, and employees and outside counsel; its affiliates and affiliates’ officers, directors and employees; its distributors and distributors’ officers, directors and employees; and Honda’s dealers and their officers and directors; (b) Settlement Class Counsel, Plaintiffs’ counsel and their employees; (c) judicial officers and their immediate family members and associated court staff assigned to this case, any of the cases listed on Exhibit 1 to the Settlement Agreement, or the 11th Circuit Court of Appeals; (d) Automotive Recyclers and their

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outside counsel and employees; and (e) persons who or entities which timely and properly exclude themselves from (opt out of) the Class.

The settlement does not cover claims for personal injury or property damage to any property other than the Subject Vehicles.

7. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included in the Class, call 1-888-735-5596. Please do not contact Honda or Acura Dealers about the details of this settlement while it is pending before the Court. All questions should be directed to the Settlement Notice Administrator.

C. THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

8. What does the settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The settlement benefits are outlined generally below, and more information can be found on the settlement website. The Court still has to decide whether to finally approve the settlement.

The proposed settlement benefits include (i) an Outreach Program, (ii) an Enhanced Rental/Car Loaner Program, (iii) an Out-of-Pocket Claims Process, (iv) a Customer Support Program, and (v) a potential Residual Distribution of money, if funds remain.

We do not know when or if the Court will finally approve the settlement, or whether there will be any appeals that might delay the case, so we do not know precisely when all of the settlement benefits may be available. Please check www.AutoAirbagSettlement.com for updates.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Registration/Claim Form. If you do nothing, you may not receive certain benefits from the settlement, and, as a Class Member, you will not be able to sue the Released Parties about the issues in the lawsuit.

a. How will Honda fund the settlement and all of its components?

As part of the settlement, Honda has agreed to pay a total of \$605 million less a 20% credit for the Enhanced Rental Car/Loaner Program Credit (explained in Question 8(b), below). The settlement amount is to be used to fund the settlement programs, except for the Customer Support Program, and to make all other settlement-related payments, including notice, administrative, tax preparation, escrow fees and costs. The settlement fund will also be used to pay attorneys' fees and costs and incentive awards to class representatives, as awarded by the Court.

Initial Payment: Honda made the first payment on October 19, 2017 (the "Initial Payment"). The Initial Payment included:

- i. \$72.6 million (12% of the total Settlement Amount), which is intended to pay for the first year of the Outreach Program; and
- ii. \$2,016,373 which is intended to pay for the first year of the Settlement Special Administrator's costs and administrative costs.

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Second Payment: Honda will pay the amount sufficient to pay for notice costs, as directed by the Settlement Special Administrator, within three weeks of receiving direction from the Settlement Special Administrator.

Third Payment: Within two weeks after the Court issues the Final Order and Final Judgment finally approving the settlement, Honda will deposit the amount of attorneys' fees and expenses awarded by the Court.

Year One Payment: Within two weeks of the Effective Date, Honda will deposit 30% of the amount remaining of the \$605 million, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the Enhanced Rental Car/Loaner Program Credit and the Outreach Credit.

Year Two Payment: Within a year of the Effective Date, Honda will deposit 30% of the amount remaining of the \$605 million, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the Enhanced Rental Car/Loaner Program Credit and the Outreach Credit.

Year Three Payment: Within two years of the Effective Date, Honda will deposit 20% of the amount remaining of the \$605 million, after subtracting the Initial Payment, the Second Payment, and the Third Payment, and further reduced by the Enhanced Rental Car/Loaner Program Credit and the Outreach Credit.

Year Four Payment: Within three years of the Effective Date, Honda will deposit the full amount remaining of the \$605 million, after subtracting the amounts above and further reduced by the Enhanced Rental Car/Loaner Program Credit and Outreach Credit.

b. Enhanced Rental Car/ Loaner Program

To address the inconvenience of waiting at a Honda or Acura dealership for Recall Repairs to be performed and to address the claimed anxiety, emotional distress or fear of driving a Subject Vehicle with an unrepaired recalled Takata inflator expressed by some owners and lessees, it was Honda's policy to provide a loaner/rental car free of charge to owners and leases who requested a vehicle. As part of this Settlement, Honda shall continue, or as needed modify, its existing policy related to the provision of loaner or rental cars to Class Members to comport with the Enhanced Rental Car/Loaner Program.

Under the Enhanced Rental Car/Loaner Program, Honda will provide a rental/loaner vehicle to every owner or lessee who (i) brings a recalled Subject Vehicle to a dealership for completion of the Recall Remedy and (ii) requests a rental/loaner vehicle while awaiting the Recall Remedy, while the Recall Remedy is in progress, or if there is a delay in performing the Recall Remedy on the recalled Subject Vehicle. The owner or lessee shall provide adequate proof of insurance, and if a rental car (as opposed to a loaner) is provided, the owner or lessee must meet the rental car company's guidelines. The rental/loaner vehicle shall be made available until a Recall Remedy is performed on the Subject Vehicle, at which time the rental/loaner vehicle must be promptly returned to the Honda Dealer in the same condition (excepting ordinary wear and tear). Honda's obligation to pay rental costs or provide a loaner shall cease 7 days after notification that the Recall Remedy has been performed on the Subject Vehicle.

Honda has already instituted the Enhanced Rental Car/Loaner Program.

Honda shall receive a credit of 20% (\$121 million) of the overall Settlement Fund for providing the Enhanced Rental Car/Loaner Program. This credit shall be automatically applied at the

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beginning of the settlement program year for the Year One Payment, Year Two Payment, Year Three Payment and Year Four Payment. Every six months, Honda shall certify to the Settlement Special Administrator that it is complying with the Enhanced Rental Car/Loaner Program. The Settlement Special Administrator shall have the right to audit and confirm compliance.

c. Out-of-Pocket Claims Process

If the settlement is finally approved, including resolving any appeals in favor of upholding the settlement, you may be reimbursed for reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. To be eligible for reimbursement, you must submit a timely and fully completed Registration/Claim Form. The Registration/Claim Form is attached to this Notice and is also available on the settlement website www.AutoAirbagSettlement.com. In no event shall a Class Member be entitled to more than one reimbursement per Recall Remedy performed on each Subject Vehicle.

The Settlement Special Administrator will oversee the administration of the Out-of-Pocket Claims Process, including the determination of which costs are reimbursable and which claims qualify for reimbursement. Some of the eligible reimbursable costs are listed in the Registration/Claim Form, which also explains that the Settlement Special Administrator may approve other claims if they are a reasonable out-of-pocket expense.

Reimbursable Out-of-Pocket expenses: Honda and Plaintiffs, through their lawyers, will recommend what types of out-of-pocket expenses are reimbursable. The Settlement Special Administrator will consider those recommendations and develop a claim review protocol that will allow reimbursement to eligible Class Members for reasonable out-of-pocket expenses related to the Takata Airbag Inflator Recalls. The following preliminary list of expenses may be reimbursed:

- (i) reasonable unreimbursed rental car and transportation expenses, after requesting and while awaiting the Recall Remedy from a Honda Dealer;
- (ii) reasonable towing charges to a Honda Dealer for completion of the Recall Remedy;
- (iii) reasonable childcare expenses necessarily incurred while the Recall Remedy is being performed on the Subject Vehicle by a Honda Dealer;
- (iv) reasonable unreimbursed out-of-pocket costs associated with repairing driver or passenger front airbags containing Takata inflators;
- (v) reasonable lost wages resulting from lost time from work directly associated with the drop off and/or pickup of a Subject Vehicle at a Honda Dealer for performance of the Recall Remedy; and
- (vi) reasonable fees incurred for storage of a Subject Vehicle after requesting and while awaiting a Recall Remedy part.

There may be additional categories of out-of-pocket expenses that may be reimbursed, as determined by the Settlement Special Administrator. But the Settlement Special Administrator may not use money from the Out-of-Pocket Claims Process to pay Class Members for property damage, including vehicle damage, or personal injury from the deployment or non-deployment of a Takata airbag.

Timing for and review of out-of-pocket claims to be reimbursed: Pursuant to the Settlement Special Administrator's Claims Review Protocol, Class Members who submit timely and fully completed Registration/Claim Forms and: (a) are determined to be eligible to receive reimbursement for

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reasonable out-of-pocket expenses, shall be reimbursed for these expenses; and (b) have been either found ineligible for reimbursement or only registered for a residual payment, shall be placed into a group of Class Members that may receive funds from the Residual Distribution, if any.

The first set of reimbursements to eligible Class Members who have completed and filed a claim form shall be made on a rolling basis no later than 180 days after the Effective Date. Reimbursements for following years shall be made on a rolling basis as claims are submitted and approved.

For reimbursements in years one through three, reimbursements shall be made on a first-in-first-out basis until the Settlement Fund is depleted for that year. If there are no more funds to reimburse eligible Class Members in that year, then those Class Members will be moved to subsequent years for reimbursement.

For reimbursements to eligible Class Members in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements to eligible Class Members exceed the amount available. If that happens, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Submitting more than one claim for out-of-pocket expenses: Class Members may submit one claim for out-of-pocket expenses attributable to each Recall Remedy performed on each Subject Vehicle they own or lease, or owned or leased in the past. For example, a Class Member with two Subject Vehicles may submit two claims, one for each vehicle, but the claims for the unreimbursed expenses cannot be duplicative.

Finality of decision: The Settlement Special Administrator's decisions about claims for reimbursement of out-of-pocket expenses shall be final and not appealable.

d. Residual Distribution

The settlement program will be implemented over four years. Any funds that remain at the end of each of the first four years, after all Outreach Program and out-of-pocket expense payments for that year have been made, shall be distributed to each Class Member who (a) submitted claims that year or prior years that were rejected; or (b) registered for a residual payment only. Subject to certain exceptions discussed below, no Class Member eligible for a Residual Distribution payment shall receive more than \$250 from the Residual Distribution for the first four settlement program years. Subject to certain exceptions discussed below, any funds remaining after payment of the maximum residual payment to all Class Members in any given year shall be rolled over into the following year's settlement program.

Unless it is administratively unfeasible, any funds that remain at the end of the last settlement program year after any Residual Distribution is made shall be distributed on a *per capita* basis to Class Members who (a) submitted claims in this or prior program years that were previously paid; (b) submitted claims in this or prior program years that were previously rejected and have not received any prior payments under this settlement program; or (c) registered for a residual payment only. No Class Member shall receive a payment of more than \$250 from this residual payment from this last settlement program year.

Any funds remaining in the Settlement Fund after making the payments described above shall be distributed to all Class Members on a *per capita* basis, unless it is administratively unfeasible, in

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which case such funds shall be distributed to charity, subject to the agreement of the Parties, through their respective counsel, and Court approval.

Any Class Member who submits a claim that the Settlement Special Administrator determines is fraudulent shall not receive any payment from the Settlement Fund.

e. Customer Support Program

If the Court approves the settlement, as part of the compensation Honda is paying in exchange for a release of claims against it in the Action, Honda shall provide Class Members a Customer Support Program.

Customer Support Program benefits: The Customer Support Program will provide coverage for repairs and adjustments (including parts and labor) needed to correct damaged or defective materials, if any, and defective workmanship, if any, of (i) Takata inflators in the driver or passenger front airbag modules of Subject Vehicles or (ii) replacement driver or passenger inflators installed pursuant to the Takata Airbag Recall. This benefit will be automatically transferred and will remain with the Subject Vehicle regardless of ownership. The normal deployment of a replacement airbag inflator shall terminate this benefit. To permit Honda to coordinate with its Dealers to provide benefits pursuant to the Customer Support Program under the Agreement, eligible Class Members may begin seeking such benefits no earlier than thirty days from the date of the Court's issuance of the Final Order. Nothing in the previous sentence shall affect the calculation of periods of time for which Honda will provide coverage under the Customer Support Program.

Customer Support Program timeline and duration: If the Subject Vehicle has been recalled pursuant to NHTSA recall 15V-320, then the Customer Support Program will last until June 1, 2022, i.e., seven years from the date of submission of recall 15V-320 to NHTSA.

If the Subject Vehicle has been recalled pursuant to NHTSA recall 15V-370, then the Customer Support Program will last until June 12, 2022, i.e., seven years from the date of submission of recall 15V-370 to NHTSA.

If the Subject Vehicle has been or is recalled pursuant to any other NHTSA recall number, including recalls that occur in the future pursuant to the Coordinated Remedy Order, then the Customer Support Program will last ten years from the date of submission of the recall applicable to that Subject Vehicle. For Subject Vehicles that have been recalled pursuant to more than one NHTSA recall because they contain a Takata PSAN inflator in both the driver and passenger front airbag, the Customer Support Program shall apply separately to each inflator measured from the date of submission of the recall applicable to that particular inflator.

If the Subject Vehicle contains a desiccated Takata PSAN inflator in the driver or passenger front airbag as original equipment, then the Customer Support Program will last until the latest end date of any other Customer Support Program available in this section.

Ineligible vehicles: Inoperable vehicles and vehicles with a salvaged, rebuilt or flood-damaged title are not eligible for the Customer Support Program.

f. When will I get paid?

The Settlement Special Administrator will try to pay your Claim in a timely manner. The first set of reimbursements to Class Members who have completed and filed a Registration/Claim form

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shall be made on a rolling basis no later than 180 days after the Effective Date. Reimbursements for following years will be made on a rolling basis.

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For reimbursements to eligible Class Members in year four and until the Final Registration/Claim Deadline, out-of-pocket payments shall be made for the amount approved by the Settlement Special Administrator, unless the approved reimbursements exceed the amount available. If that happens, then reimbursements shall be made on a *pro rata* basis until the available amount is exhausted.

Deadline to Submit Registration/Claim Form: To receive reimbursement, eligible Class Members must complete and submit the Registration/Claim Form during the Claim Period. Class Members who, before September 19, 2017, sold or returned, pursuant to a lease, a Subject Vehicle, will have one year from the Effective Date to submit a Registration/Claim Form. Class Members who owned or leased a Subject Vehicle on September 19, 2017 will have one year from the Effective Date or one year from the date of the performance of the Recall Remedy on their Subject Vehicle, whichever is later, to submit a Registration/Claim Form, but no Registration/Claim Forms may be submitted after the Final Registration/Claim Deadline.

Obtaining, Completing and Submitting the Registration/Claim Form: You can complete and submit a Registration/Claim Form online at www.AutoAirbagSettlement.com. Alternatively, hard copy Registration/Claim Forms can be requested from the Settlement Special Administrator or from the Settlement Notice Administrator. You can also obtain a Registration/Claim Form from the settlement website, print it out, complete it, and mail it to the Settlement Notice Administrator at Auto Airbag Settlement, Settlement Notice Administrator, P.O. Box 3207, Portland, OR 97208-3207.

g. Outreach Program

The Settlement Special Administrator shall oversee and administer the Outreach Program with the goal of maximizing, to the extent practicable, completion of the Recall Remedy in Subject Vehicles for the Takata Airbag Inflator Recalls. The Parties will recommend programs meant to effectuate these goals. The Outreach Program will be designed to significantly increase Recall Remedy completion rates via traditional and non-traditional outreach efforts, including by expanding those currently being used by Honda and conducted in connection with NHTSA's Coordinated Remedy Order (the "Coordinated Remedy Order"). The budget for the Outreach Program, including the amount of the Outreach Credit and the Alpha Program (defined below), is not to exceed 33% of the Settlement Amount, but the budget of the Outreach Program may be adjusted subject to the agreement of the Parties. The Settlement Special Administrator shall engage consultants and staff to help in the design, effectuation and implementation of the Outreach Program. The Settlement Special Administrator may confer with NHTSA, the Independent Monitor for Takata, and State Attorneys General, and consider compliance with the Coordinated Remedy Program before finalizing the Outreach Program. In addition, Honda and the Parties may confer directly with NHTSA, the Independent Monitor for Takata, and other parties, including State Attorneys General, to solicit input and seek collaboration in efforts to increase recall rates.

The Outreach Program for the Takata Airbag Inflator Recalls may include, but is not limited to, the

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following components: (a) direct contact of Class Members via U.S. Mail, telephone, social media, e-mail, and texting; (b) contact of Class Members by third parties (e.g., independent repair shops); and (c) multi-media campaigns, such as through print, television, radio, and the internet. The Outreach Program may also include towing Subject Vehicles to dealerships for completion of the Recall Remedy, and the completion of the Recall Remedy at locations other than dealerships via mobile units.

Up to \$40 million of the budget of the Outreach Program shall be used to maximize, to the extent practicable, completion of the Recall Remedy in Subject Vehicles equipped with particularly dangerous inflators known as “Alpha” inflators (the “Alpha Program”). The Alpha Program shall supplement the outreach methods utilized in the Outreach Program and may include in-person visits to addresses where Subject Vehicles with Alpha inflators are registered or located.

To maximize completion of the Recall Remedy for Subject Vehicles, including vehicles with Alpha inflators, Honda will fund and manage the Alpha Program and also continue ongoing recall efforts. Costs for the Alpha Program between August 18, 2017 and the date when the Settlement Special Administrator approves the Outreach Program shall constitute the “Outreach Credit.” The Settlement Special Administrator will approve and credit the Outreach Credit toward Honda’s payment obligations. Honda will provide the Settlement Special Administrator with a reasonably detailed accounting that supports its Outreach Credit expenditures. Determining the amount of the Outreach Credit, based on the information provided by Honda, is within the discretion of the Settlement Special Administrator.

The Settlement Special Administrator shall work in good faith with the consultants and the Parties on the Outreach Program, including the programs, timing, necessary outreach messages, amounts, and support.

Once the Parties have provided their recommendations, the Settlement Special Administrator will make a final, binding determination about the details and scope of the Outreach Program. The Settlement Special Administrator will periodically report to the Court and the Parties the results of the Outreach Program.

If the Effective Date does not occur during the first year of the Outreach Program, the Parties shall discuss continuing and funding the Outreach Program until the Effective Date. The Outreach Program is intended to be adjusted as required to maximize completion of the Recall Remedy. It is not intended to be a static program with components that are fixed for the entire settlement period.

9. What am I giving up in exchange for the settlement benefits?

If the settlement becomes final, Class Members who do not exclude themselves from the Class will release Honda and the Released Parties from liability and will not be able to sue the Released Parties about the issues in the lawsuit. The Settlement Agreement describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, the full release section and the definition of Released Parties are included in Appendix A to this Notice. The full Settlement Agreement is available at www.AutoAirbagSettlement.com. You can talk to one of the lawyers listed in Question 13 below for free or you can talk to your own lawyer (at your own expense) if you have questions about the released claims or what they mean.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT WWW.AUTOAIRBAGSETTLEMENT.COM
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If you want to keep the right to sue or continue to sue Honda or the Released Parties over the legal issues in the lawsuit, you must take steps to exclude yourself from this settlement. This is also known as “opting out” of the Class.

10. If I exclude myself, can I get anything from this settlement?

If you exclude yourself, you cannot receive all the settlement benefits or object to the settlement. But, if you timely and properly request exclusion, the settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Honda or the Released Parties about the issues in the lawsuit.

11. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue the Released Parties for the claims resolved by this settlement. If the settlement is finally approved, you will be barred from initiating or continuing any lawsuit or other proceeding against the Released Parties about the issues in the lawsuit, as set forth in the release in Appendix A to this Notice.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you **must** mail a written request for exclusion to the Settlement Notice Administrator saying that you want to be excluded from the settlement in *In re Takata Airbag Products Liability Litigation (Economic Loss Actions)*, and mention the case number (15-md-2599).

The letter must be signed by you or the entity seeking to be excluded from the Class and include the following information: (i) your full name, telephone number, and address; (ii) a statement affirming you are a member of the Class and providing your Subject Vehicle’s Vehicle Identification Number (VIN); and (iii) a statement that you wish to be excluded from the Honda Settlement in the *In re Takata Airbag Products Liability Litigation, 15-md-02599*. You can’t ask to be excluded over the phone or at the settlement website. To be valid and timely, opt-out requests must be postmarked or sent via overnight delivery to the following address on or before **January 8, 2018:**

Auto Airbag Settlement
Settlement Notice Administrator
P.O. Box 3207
Portland, OR 97208-3207

The deadlines found in this Notice may be changed by the Court. Please check www.AutoAirbagSettlement.com for updates.

E. THE LAWYERS REPRESENTING YOU

QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT WWW.AUTOAIRBAGSETTLEMENT.COM
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13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. The contact information is as follows:

<p>Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3rd Avenue, Suite 2700 Miami, Florida 33131 Tel: (305) 358-2800 Email: pprieto@podhurst.com URL: www.podhurst.com Chair Lead Counsel</p>	<p>David Boies BOIES, SCHILLER & FLEXNER, L.L.P. 575 Lexington Avenue New York, NY 10022 Tel: (305) 539-8400 Email: dboies@bsfillp.com URL: www.bsfillp.com Co-Lead Counsel for the Economic Loss Track</p>
<p>Todd A. Smith POWER, ROGERS AND SMITH, L.L.P. 70 West Madison St., Suite 5500 Chicago, IL 60602 Tel: (312) 313-0202 Email: tas@prslaw.com URL: www.prslaw.com Co-Lead Counsel for the Economic Loss Track</p>	<p>Roland Tellis BARON & BUDD 15910 Ventura Blvd. #1600 Encino, CA 91436 Tel: (818) 839-2333 Email: rtellis@baronbudd.com URL: www.baronbudd.com Plaintiffs' Steering Committee</p>
<p>James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, PC 5 Becker Farm Road Roseland, NJ 07068 Tel: (973) 994-1700 Email:jcecchi@carellabyrne.com URL: www.carellabyrne.com Plaintiffs' Steering Committee</p>	<p>Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Tel: (415) 956-1000 Email: ecabraser@lchb.com URL: www.lchb.com Plaintiffs' Steering Committee</p>

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

14. How will the lawyers be paid? What about awards to the named plaintiffs/class representatives?

The Parties did not begin to negotiate Attorneys' Fees and Expenses until after agreeing to the principal terms of the Settlement Agreement. Settlement Class Counsel will file, and Honda has agreed not to oppose, an application for an award of Attorneys' Fees and Expenses of not more than 30% of the Settlement Amount (30% of \$605 million, i.e., \$181.5 million). The Court will determine the amount of Attorneys' Fees and Expenses to be awarded. This award will be paid from the Settlement Fund, and it shall be the only money Honda will pay for all plaintiffs' counsel in the Actions.

Any order or proceedings involving the Attorneys' Fees and Expenses, or any appeal from any order about Attorneys' Fees and Expenses, will not terminate or cancel the Settlement Agreement or delay the Effective Date of the settlement.

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Settlement Class Counsel may petition the Court for incentive awards of up to \$5,000 per Plaintiff. The purpose of such awards is to compensate the Plaintiffs for their efforts on behalf of the Class. Any incentive awards will be paid from the Settlement Fund within thirty days of the Effective Date.

Honda will not be liable for, or obligated to pay, any attorneys' fees, expenses, costs, or disbursements, either directly or indirectly, in connection with the Actions or the Agreement, other than as set forth above.

F. OBJECTING TO THE SETTLEMENT

You can tell the Court if you do not agree with the settlement or some part of it.

15. How do I tell the Court if I do not like the settlement?

If you are a Class Member, and you do not exclude yourself from the Class, you can object to the settlement if you do not like some part of it or all of it. You can give reasons why you think the Court should not approve it. To object, you must deliver to Settlement Class Counsel, Honda's Counsel (see addresses below), and the Court, on or before **January 8, 2018** a written statement of your objections.

The written objection of any Class Member must include:

- a) a heading which refers to the *Takata* MDL and an indication that the objection is to the Honda Settlement;
- b) the objector's full name, telephone number, and address (the objector's actual residential address must be included);
- c) an explanation of why the objector claims to be a Class Member, including the Vehicle Identification Number ("VIN") of the objector's Subject Vehicle;
- d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or his or her counsel;
- e) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the Class Member objected, and a copy of any orders related to or ruling on the prior objections;
- f) if represented by counsel, the full name, telephone number, and address of all counsel, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- g) the number of times the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has objected, and a copy of any orders related to or ruling upon counsel's or the objections;
- h) all agreements that relate to the objection or the process of objecting – whether written or verbal – between the objector or objector's counsel and any other person or entity;
- i) whether the objector intends to appear at the Fairness Hearing on his or her own behalf or through counsel;
- j) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- k) a list of all persons who will be called to testify at the Fairness Hearing in support of the objection; and

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- 1) the objector’s dated, handwritten signature (an electronic signature or the objector’s counsel’s signature is not sufficient).

Any documents supporting the objection must be attached to the objection.

The objection must be postmarked or sent via overnight delivery to the Clerk of the Court, Settlement Class Counsel, and Honda’s Counsel no later than **January 8, 2018**.

Objections must be mailed to:

<u>Clerk of the Court</u> Wilkie D. Ferguson, Jr. U.S. Courthouse 400 North Miami Avenue Miami, FL 33128	<u>Settlement Class Counsel</u> Peter Prieto PODHURST ORSECK, P.A. SunTrust International Center One S.E. 3 rd Ave, Suite 2700 Miami, FL 33131	<u>Honda’s Counsel</u> Eric S. Mattson SIDLEY AUSTIN LLP One S. Dearborn Street Chicago, IL 60603
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16. What is the difference between objecting and opting out?

Excluding yourself (or “opting out”) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you. Objecting, in contrast, is telling the Court that you do not like something about the settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the settlement benefits as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue the Released Parties over the issues in the lawsuit, as set forth in the full release attached in Appendix A to this Notice.

G. THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the settlement, sometimes called a “Fairness Hearing.” If you have filed an objection on time and attend the hearing, you may ask to speak (provided you have previously filed a timely notice of intention to appear), but you do not have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the settlement?

The Court will hold a Final Approval, or “Fairness,” Hearing at **2:00pm (ET) on February 7, 2018** at the Wilkie D. Ferguson, Jr. United States District Courthouse, Southern District of Florida, 400 North Miami Avenue, Miami, FL 33128. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirements to speak at the hearing (See Question 19 below). After the hearing, the Court will decide whether to grant final approval of the settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

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18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (See Question 19 below). As long as you filed a written objection with all of the required information on time with the Court, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear in *In re Takata Airbag Products Liability Litigation (Economic Loss Actions)*, No. 15-md-2599” to Settlement Class Counsel and Honda’s Counsel identified above (see Question 15) postmarked or sent by overnight delivery no later than **January 8, 2018**. You must also file the Notice with the Clerk of Court postmarked or sent by overnight delivery no later than **January 8, 2018**. You must include your name, address, telephone number, the year, make and model and Vehicle Identification Number of your vehicle, and your signature. Anyone who has requested permission to speak must be present at the Fairness Hearing at **2:00pm (ET) on February 7, 2018**. You cannot speak at the hearing if you excluded yourself from the Class.

H. GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other information about the settlement and the Registration/Claim Forms at www.AutoAirbagSettlement.com. You can also call the toll-free number, 888-735-5596, or write the Settlement Notice Administrator at Auto Airbag Settlement, Settlement Notice Administrator, P.O. Box 3207, Portland, OR 97208-3207. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15, or call or write one of the lawyers listed in the answer to Question 13.

21. When will the settlement be final?

The settlement will not be final unless and until the Court grants final approval at or after the Fairness Hearing and after any appeals are resolved in favor of the settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Honda or Honda Dealers about the Settlement. Please direct all questions about the Settlement to the Settlement Administrator or the lawyers listed in the answer to Question 13.

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Appendix A

**QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT WWW.AUTOAIRBAGSETTLEMENT.COM
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Section VII from the Settlement Agreement – Release and Waiver

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

B. In consideration for the relief provided above, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through or under them, including their executors, administrators, heirs, assigns, privies, predecessors and successors, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties¹ from the Claims and any and all other claims, demands, suits, petitions, liabilities, causes of action, rights, losses and damages and relief of any kind or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, statutory, punitive, restitutionary, expert or attorneys' fees and costs, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, violations of any state's Lemon Laws, the Racketeer Influenced and Corrupt Organizations Act, or the Magnuson-Moss Warranty Act, or any other source, or any claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses 16. C.F.R. § 433.2, or any claim of any kind, in law or in equity, arising from, related to, connected with, or in any way involving the Claims or the Actions, the Subject Vehicles' driver or passenger front airbag modules containing desiccated or non-desiccated Takata PSAN inflators, and any and all claims involving the Takata Airbag Inflator Recalls that are, or could have been, alleged, asserted or described in the Complaint, Amended Consolidated Class Action Complaint, the Second Amended Consolidated Class Action Complaint, the Revised Third Amended Consolidated Class Action Complaint, the Actions or any amendments of the Actions.

C. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

D. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims for bodily injury, wrongful death or physical property damage (other than to the Subject Vehicle) arising from an incident involving a Subject Vehicle, including the deployment or non-deployment of a driver or passenger front airbag with a Takata PSAN inflator.

E. Notwithstanding the Release set forth in Section VII of this Agreement, Plaintiffs and Class Members are not releasing and are expressly reserving all rights relating to claims against

¹ Released Parties" or "Released Party" means Honda, and each of its past, present and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Honda Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and subdistributors, repairers, agents, attorneys, insurers, administrators and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by name herein. Notwithstanding the foregoing, "Released Parties" does not include the Excluded Parties.

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Excluded Parties.

F. The Final Order and Final Judgment will reflect these terms.

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

H. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions or the Release herein. Nevertheless, it is the intention of Settlement Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, acquit and hold harmless all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Claims or the Actions, their underlying subject matter, and the Subject Vehicles, except as otherwise stated in this Agreement.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

J. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Claims or the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Claims or the Actions or in any benefits, proceeds or values under the Actions. Class Members submitting a Registration/Claim Form shall represent and warrant therein that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Claims or the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that the Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Claims or the Actions or in any benefits, proceeds or values under the Actions.

K. Without in any way limiting its scope, and, except to the extent otherwise specified in the **QUESTIONS? CALL TOLL FREE 1-888-735-5596 OR VISIT WWW.AUTOAIRBAGSETTLEMENT.COM** **PLEASE CONTINUE TO CHECK THE WEBSITE AS IT WILL BE PERIODICALLY UPDATED** **PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT**

Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Settlement Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

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

M. Pending final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines and other pretrial requirements are hereby stayed and suspended as to Honda. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements as to Honda.

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

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

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