

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE PERELL

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TUESDAY, THE 22nd
DAY OF DECEMBER, 2020

B E T W E E N:

RICK A. DES-ROSIERS and STEPHEN KOMINAR

Plaintiffs

- and -

TAKATA CORPORATION, TK HOLDINGS INC., HONDA MOTOR CO.,
LTD., HONDA OF AMERICA MANUFACTURING, INC.
and HONDA CANADA

Defendants

Proceeding under the *Class Proceedings Act, 1992*



ORDER
(Settlement and Class Counsel Fee Approval)

THIS MOTION, made by the plaintiffs Rick A. Des-Rosiers and Stephen Kominar for an order approving the Honda Canadian Takata Airbag Inflator Class action Settlement Agreement, dated as of January 14, 2019, as amended May 3, 2019, and the Recitals and Schedules thereto, (the “**Agreement**”) made between Honda and the Plaintiffs (as defined in the Agreement) to settle the within action and related actions commenced in the Superior Court of Quebec, the Court of Queen’s Bench for Saskatchewan, and the Supreme Court of British Columbia, and to approve the Class Counsel Fee, was heard on December 22nd, 2020, virtually, at Court House, 140 Queen Street, Toronto, Ontario.

ON READING the all the materials filed; and

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:

Interpretation:

1. The Agreement is hereby incorporated by reference into and forms part of this Order. The definitions set out in the Agreement apply to and are incorporated into this Order.
2. In the event of any conflict between the Agreement and this Order, this Order shall prevail.

Notice

3. The Honda Administrator completed the dissemination of the Notice in accordance with the Notice Plan on September 21, 2020, and that date is hereby declared to be the Notice Date.

Settlement Approval

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

5. This Order and 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.

Dates and Deadlines

6. The Final Approval Date shall be the date Settlement Approval Orders have been issued by each of the Courts of Ontario and Quebec, without material amendment, and Recognition Orders have been issued by each of the Courts of British Columbia and Saskatchewan, and where the times to appeal these Orders have expired without any appeal being taken, or where there has been a final disposition of all appeals without any reversal or amendments of these Orders.

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, regulatory, 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 violation 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.

Jurisdiction and Application for Directions

15. Honda and the Honda Administrator have acknowledged the jurisdiction of this Court and have attorned to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Agreement and this Order in Ontario, and subject to the terms and conditions set out in the Agreement and this Order.

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

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

Dismissal

18. This Action shall be dismissed with prejudice and without costs as of the Final Approval Date. The dismissal shall be a defence to any subsequent action against any Releasee based on, relating to or arising out of the Released Claims.

Publication of this Order

19. The Honda Administrator shall publish a copy of this Order promptly after the Final Approval Date.

Class Counsel Fees, Disbursements and Taxes

20. The Honda Canadian Airbag Inflator Class Action Counsel Fee Settlement Agreement, dated January 14, 2019 (the "Fee Agreement") is hereby approved pursuant to s.29 of the *Class Proceedings Act*. The Fee Agreement shall be implemented and enforced in accordance with its terms.

21. The Class Counsel Fee is established and approved of in the amount of CAD\$6,632,874.00, including fees, disbursements, and taxes.

22. Within THIRTY (30) days after the Final Approval Date, Honda shall pay to Class Counsel the Class Counsel Fee 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 the Fee Agreement.

Perell, J

ENTERED AT / INSCRIT A TORONTO THE HONOURABLE JUSTICE PERELL
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 08 2021