

HONDA CANADA ODOMETER CLASS ACTION
NOTICE OF CERTIFICATION AND PENDING SETTLEMENT APPROVAL
HEARING

This Notice relates to the following class actions relating to certain Honda automobile odometers (the “Actions”):

- *Geoffrey Butler v. Honda Canada Inc.*, No. 52333CP, in the Ontario Superior Court of Justice
- *Gilles Monnier v. Honda Canada Inc.*, No. 200-06-000079-064, in the Superior Court of Québec
- *Joanna Tremblay v. Honda Canada Inc.*, Court File No.S-067373, in the Supreme Court of British Columbia

IF, WHILE A RESIDENT OF CANADA, YOU PURCHASED OR LEASED IN CANADA:

- (1) A 2001-2006 MODEL YEAR (“M/Y”) HONDA AND/OR ACURA AUTOMOBILE;**
 - (2) A 2007 M/Y HONDA FIT AUTOMOBILE; OR**
 - (3) A 2000 M/Y HONDA OR ACURA AUTOMOBILE ON OR AFTER NOVEMBER 14, 2000,**
- (the “Class Vehicles”)**

YOUR RIGHTS MAY BE AFFECTED BY THE ACTIONS AND YOU MAY BE ENTITLED TO BENEFITS FROM A PROPOSED SETTLEMENT OF THE ACTIONS.

This is a Court authorized Notice, not a solicitation from a lawyer.

This proposed Settlement resolves claims alleging that odometers in the Class Vehicles overstate mileage. The Settlement is contingent upon certification (“authorization” in Québec) of the Actions and court approval of the proposed Settlement. Your legal rights are affected whether you act or do not act. **Read this notice carefully.**

**Capitalized terms have the same meaning given them in the Agreement setting out the terms of the proposed Settlement (the “Settlement Agreement”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN DO NOTHING	<p>If you have an unexpired Honda warranty or service contract on a Class Vehicle, any mileage based coverage period in the warranty or contract will be automatically extended by 5%.</p> <p>If you are currently leasing a Class Vehicle from Honda Canada Finance Inc. (“HCFI”), the allowable mileage under your lease will be automatically extended by 5%.</p> <p>If you have paid charges for excess mileage under an HCFI lease of a Class Vehicle, you will be automatically reimbursed for charges paid for “excess” kilometres up to 5% over the allowed mileage.</p>
YOU CAN SUBMIT A CLAIM	<p>If you paid for a repair after your odometer reading was higher than the maximum mileage permitted by the warranty but lower than the permitted mileage plus 5% AND the repair would have otherwise been covered by the warranty, you can seek reimbursement of what you paid for the repair by submitting a claim within the Claims Period.</p>

	If, under a lease for a Class Vehicle with a lease company other than HCFI, you paid a charge for excess mileage falling between the maximum allowed mileage under your lease and that amount plus 5%, you can seek reimbursement for what you paid by submitting a claim within the Claims Period.
YOU CAN EXCLUDE YOURSELF FROM THE SETTLEMENT (Opt Out)	This is the only option that allows you to be a part of any other lawsuit against Honda Canada Inc. and the other Released Parties about the Released Claims. (See Questions 8, 9 and 10.)
YOU CAN OBJECT TO THE SETTLEMENT	You can write to the Court(s) and object to the Settlement and/or to Class Counsel's proposed Fees. (See Questions 13 and 14.)
YOU CAN GO TO THE COURT APPROVAL HEARINGS	You can go to the approval hearings that will be held by the Court(s) and ask to be heard on anything relating to the Settlement, or Class Counsel's proposed Fees. (See Questions 13, 15 and 17.)

These rights and options – **and the deadlines to exercise them** - are explained in this notice.

The Courts still have to decide whether to approve the Settlement. The point at which Honda will extend the automatic benefits and begin processing submitted claims will not begin until the Courts have approved the Settlement and any appeals are resolved. The court approval process may take a number of months. Once the court approval process is completed, there will be a six month period in which you can submit a claim (the “**Claims Period**”). In order to find out whether the Courts have approved the Settlement, and, therefore what the beginning and ending dates are for the Claims Period, please check the following web-site periodically: www.canada-odo-action.ca. Counsel's best estimate is that the court approval process is likely to be completed in April of 2009. However, this could easily change and be sooner or later depending on court timetables.

SUMMARY OF NOTICE

Statement of Plaintiff Recovery

Pursuant to the Settlement, Honda will automatically extend by 5% (i) the permissible mileage under any current HCFI lease of a Class Vehicle and (ii) the mileage based coverage period of any unexpired Honda warranty, extended warranty or service contract on a Class Vehicle. Honda will also automatically reimburse Class Members for charges paid for excess mileage up to 5% over the allowed mileage under an HCFI lease of a Class Vehicle. Class Members who paid for an Otherwise Warranted Repair of a Class Vehicle which arose when the mileage amount on the vehicle fell between the maximum mileage permitted by the warranty and that amount plus 5%, can seek reimbursement of the amount paid. Class Members who paid a lessor other than HCFI charges for mileage in “excess” of what was permitted under their lease falling between the maximum allowed mileage and that amount plus 5% can seek reimbursement of the amount paid.

Reasons for Settlement and Statement of Potential Outcome of Case

The parties strongly disagree on both liability and damages and do not agree on the average amount of damages, if any, that would be recoverable if Plaintiffs were to have prevailed on each claim alleged.

Based on an analysis of the facts and law applicable to claims of Class Members, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method provided in this Agreement of resolving the claims of Class Members, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Class Members.

Statement of Counsel's Fees and Costs Sought

As is more fully described in Questions 11 and 12 below, Plaintiffs' counsel will ask the court to award them counsel fees and reimbursement of expenses incurred in connection with the Actions in the amount of \$650,000.00 inclusive of all goods and services and other taxes.

Further Information

Further information, including access to the Settlement Agreement, may be obtained by any of the following means:

- (i) going to the following web-site: www.canada-odo-action.ca
- (ii) calling The Honda Claims Centre at 1-866-936-2286
- (iii) contacting any of the following Class Counsel:

For the Ontario National Action: Mr. Michael J. Peerless, Siskinds LLP, 680 Waterloo Street, London, ON N6A 3V8; 1-800-461-6166 ext. 7866.

For the Québec Action: Mr. Simon Hébert, Siskinds, Desmeules, 43 Rue Buade, Bur 320, Québec City, QC G1R 4A2; 418-694-2009.

For the British Columbia Action: Mr. Patrick Poyner, Poyner Baxter LLP, 408-145 Chadwick Crt, North Vancouver, BC V7M 3K1; 604-988-6321.

NOTICE

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased or leased a Class Vehicle. If so, you are a Class Member for purposes of the proposed Settlement of the Actions as described above, and as certified by the Courts.

Notice is being sent to Class Members so they understand (i) their options in advance of any decisions by the Courts to approve the Settlement of the Actions and (ii) how a class action suit may generally affect their rights. If and when the Courts approve the Settlement, and any objections and appeals are resolved, Honda will extend some of the settlement benefits automatically to the Class while others will be extended in response to claims submitted to a Claims Administrator appointed under the terms of the Settlement to resolve the claims.

2. What are these lawsuits about?

The Plaintiffs in the Actions allege that the odometers in Class Vehicles overstate mileage by up to 4%. This alleged overstatement is claimed to diminish warranty coverage and reduce the permitted mileage available under vehicle leases. Honda Canada denies any liability relating to these allegations.

WHO IS IN THE SETTLEMENT

3. Who is included in the Settlement?

All Class Members are included. "Class Members" comprise all persons who, while resident in Canada, purchased or leased a Class Vehicle. Class Vehicle means:

- (a) all 2001-2006 M/Y Honda and/or Acura automobiles purchased or leased in Canada;
- (b) all 2007 M/Y Honda Fit automobiles purchased or leased in Canada;
- (c) all 2000 M/Y Honda or Acura automobiles purchased or leased in Canada on or after November 14, 2000.

Specifically excluded as Class Members are those persons who decide to exclude themselves from the Settlement by filing an Opt Out form within the Opt Out Period and Honda officers and directors.

THE SETTLEMENT BENEFITS

4. What benefits does the Settlement provide?

Under the terms of the Settlement, Honda will automatically extend by 5% (i) the permissible mileage under any current HCFI lease of a Class Vehicle and (ii) the mileage based coverage period of any unexpired Honda original warranty, extended warranty or service contract on a Class Vehicle. In addition, Honda will automatically reimburse Class Members for charges paid for excess mileage up to 5% over the allowed mileage under an HCFI lease of a Class Vehicle. Class Members who paid for an Otherwise Warranted Repair of a Class Vehicle that would have been covered had the permitted mileage for warranty purposes been 5% higher can obtain reimbursement of the amount paid upon appropriate proof of their claim. Class Members who paid charges to a lessor other than HCFI for mileage in "excess" of what was permitted under their lease but falling between the maximum allowed mileage and that amount plus 5% can also, upon appropriate proof of their claim, obtain reimbursement of the amount paid. For

additional information relating to the benefits and how they might apply to you, call 1-866-936-2286 or go to www.canada-odo-action.ca.

HOW TO RECEIVE SETTLEMENT BENEFITS

5. When will benefits be available under the Settlement?

The Settlement benefits will be made available by Honda beginning on the Effective Date of the Settlement. That Date will be reached when the Courts have issued their orders approving the Settlement and all appeals, if any, have been resolved. That process may take a number of months. Counsel's best estimate is that this process is likely to be completed in April of 2009. However, this could easily change and be sooner or later, depending on court timetables. In order to learn whether and when the court approval process is completed, and, therefore what the beginning and ending dates are for the Claims Period, please check the following web-site periodically: www.canada-odo-action.ca.

Once the Effective Date of the Settlement is reached, the "automatic" benefits (the ones that do not require submitting a claim) will be automatically extended by Honda. At the same time, the Claims Administrator will begin processing the non-"automatic" reimbursement claims that require some proof from the claimant. Reimbursement claims can be submitted anytime during the six month Claims Period that will begin running seven days after the Effective Date of the Settlement. Claims made before that date will not be processed until the Claims Period begins. Reimbursement will be made if, as and when claims are proven and processed. It may take some time for claims to be processed by the Claims Administrator. Please be patient.

6. How do I make a claim for reimbursement for repairs and/or excess mileage?

You must submit a Claims Package and it must be received by the Claims Administrator before the expiry of the six month Claims Period to be eligible for consideration. Claims forms are enclosed. They are also available on the Internet at www.canada-odo-action.ca. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it first class to the following address: The Honda Claims Centre, P.O. Box 500, Station D, Scarborough, ON, M1R 0A8. Although it is your responsibility and obligation to obtain and submit the required information in support of a claim, Honda will, at your request, provide you with requested information necessary to submit a claim if such information is within Honda's possession and can readily be obtained from Honda's records.

7. What am I giving up by accepting a payment or not opting out of the settlement?

If the Settlement is approved by the Courts, individual Class Members will be bound by the terms of the Settlement Agreement unless they opt out. If you do not opt out, you will not be able to bring or maintain any claim or proceeding against Honda in relation to the Released Claims (as defined below). If you do opt out, you will be able to do so but you will not be entitled to receive any of the Settlement benefits.

REQUESTING EXCLUSION ("OPTING OUT") FROM THE SETTLEMENT

8. How do I opt out of the proposed Settlement?

To opt out of the Settlement, you must submit the Opt Out Form that is enclosed with this notice. For residents outside Québec, the Opt Out Form must be received by no later than May 18, 2009 by the Claims Administrator at the above address (see #6 above). Please label the outside of the envelope "Opt Out". For residents of Québec, the Opt Out Form must be received by registered or certified mail no later than May 18, 2009 by the Clerk of the Superior Court of Québec at the following address: Clerk, Superior Court, Palais de Justice, 300 Boul. Jean-Lesage, Québec (Québec) G1K 8K6.

9. If I do not opt out, can I sue Honda and the other Released Parties for the same thing later?

No. Unless you exclude yourself from the settlement by delivering the Opt Out Form by the May 18, 2009 deadline, you give up your rights to sue Honda and other Released Parties for any and all Released Claims (as defined in the Settlement Agreement and summarized below). If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from the class to continue your own lawsuit.

“Released Claims” means any and all claims, liabilities, damages, losses, costs or actions, whether class, individual or otherwise in nature, whether personal or subrogated, known or unknown, latent or patent, suspected or unsuspected, in law, under statute or in equity, including but not limited to interest, costs, expenses, administration expenses and Class Counsel Fees, that Class Members, Class Counsel or the Plaintiffs, or any of them, whether directly or indirectly, ever had, now have, or may in the future have against the Released Parties arising from or relating in any way to the alleged overstatement of mileage in Class Vehicle odometers.

“Released Parties” means Honda Canada Inc., its parent companies, subsidiaries, affiliates and divisions, including Honda Canada Finance Inc., Honda R & D Co., Ltd., Honda Motor Co., Ltd., and American Honda Motor Co., Inc. together with their current and former officers, directors, partners, employees, representatives, consultants, agents, underwriters, insurers, co-insurers, re-insurers, licensees, and joint ventures; any and all suppliers of materials, components, and services used in the manufacture, testing and design of the Class Vehicles, along with each entity’s predecessors, successors, parents, subsidiaries, affiliates, or divisions and each of their current and former shareholders, officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers; and all authorized dealers of the Class Vehicles and their respective predecessors, successors, parents, subsidiaries, affiliates, and divisions, and their respective current and former officers, directors, employees, representatives, consultants, attorneys, agents, assigns and insurers.

10. If I opt out, can I get reimbursement under the proposed Settlement?

No. If you opt out, do not submit a Claims Package for reimbursement. But you may exercise your right to sue, continue to sue, or to be part of a different lawsuit against Honda or any other Released Party.

THE LAWYERS REPRESENTING YOU

11. Class Counsel

Individual Class Members may, but are not required to, hire their own lawyers at their own expense. The following law firms represent Class Members as a group (Class Counsel):

For the Ontario National Action: Siskinds LLP, 680 Waterloo Street, London, Ontario, N6A 3V8;

For the Québec Action: Siskinds, Desmeules, 43 Rue Buade, Bur 320, Québec City, Québec, G1R 4A2;

For the British Columbia Action: Poyner Baxter LLP, Lonsdale Quay Plaza, #408 – 145 Chadwick Court, North Vancouver, British Columbia, V7M 3K1.

The B.C. Action includes all Class Members who are residents of B.C. The Québec Action includes all Class Members who are residents of Québec. The Ontario National Action includes all Class Members who are residents of Ontario and every other province EXCEPT B.C. and Québec.

You will not be charged for the services of Class Counsel. The Courts will determine the amount of lawyers’ fees and expenses to which Class Counsel are entitled and they will be paid by Honda.

12. How will Class Counsel be paid?

Class Counsel were retained on a contingency basis such that they were only to be paid if they were successful in the litigation. Class Counsel were responsible for funding all the disbursements incurred in pursuing this litigation. At the time of the hearings by the Courts to approve the Settlement, Class Counsel will apply to their respective Courts for an order awarding them fees and reimbursement of expenses incurred in the Actions. Once the Courts determine the amount of fees and expenses to which Class Counsel are entitled, they will be paid by Honda. No such fees and expenses will be payable by any Class Member.

OBJECTING TO THE SETTLEMENT OR COUNSEL'S FEES

13. How do I tell the Courts that I do not like the Settlement, and/or the amount sought by Class Counsel for fees and disbursements?

Class Members who wish to make submissions to the Court in support of or opposition to (i) the Settlement or (ii) the fees and expenses sought by Class Counsel should provide notice to the appropriate Court by sending a written submission to the Claims Administrator at the address set out at #6 above, on or before March 20, 2009. Please label the outside of the envelope "Submissions".

In the submission please include the Class Member's name, address and telephone number; a brief statement of the reasons the Class Member is supporting or opposing the Settlement; and whether the Class Member plans to attend the Settlement approval hearing.

At the approval hearing, the Representative Plaintiffs and Class Counsel in each jurisdiction will recommend that the Courts approve the proposed Settlement. You do not need to attend the hearing to have your objection considered by the Courts but may choose to attend at your own expense.

Class Members who do not file written submissions as set out above may be deemed to have waived any objections or rights to object to any aspect of the Settlement or Class Counsel's fees and expenses. If you do not deliver written submissions by March 20, 2009, you may not be entitled to participate in the hearing and may have no standing to later file an appeal should the Settlement be approved.

14. What is the difference between objecting and opting out?

Objecting is simply telling the court that you do not like something about the proposed Settlement and/or the amount of fees and expenses sought by Class Counsel. The Courts will listen to your views but may still approve the Settlement and/or the fees and expenses sought. Only Class Members can object and they will be bound by the Courts' decisions. If you opt out on the other hand, you will be excluded from the settlement entirely and neither entitled to object nor bound by the Courts' decisions.

THE SETTLEMENT FAIRNESS HEARINGS

15. When and where will the Courts decide whether to approve the proposed Settlement?

The court hearings to approve the Settlement will be held as follows:

- in the Ontario National Action: at 10:00 a.m. on the 25th day of March, 2009, at the Superior Court of Justice, 80 Dundas Street, London, Ontario.
- in the Québec Action: at 9:00 a.m. on the 11th day of May, 2009, at the Superior Court of Québec, District of Québec, 300 Jean-Lesage Blvd., Québec (Québec).

- in the British Columbia Action: at 2:00 p.m. on the 3rd day of April, 2009, at the Supreme Court of British Columbia, 800 Smithe Street, Vancouver (British Columbia).

At these hearings, the Courts will consider whether the Settlement is fair and reasonable, in the interests of the class and satisfies the legal requirements of each jurisdiction. The Courts will also consider the fees and expenses sought by Class Counsel in connection with the Actions. It will likely take the Courts some time after the hearings to make their decisions. It is not known how long the Courts will take to make their decisions.

The Courts may change the date(s) and time(s) of the Settlement approval hearings. If you want to come to a hearing, you should check with Class Counsel for the Action that covers your province of residence (see Question 11 above) in advance to be sure the date and time have not changed.

16. Do I have to come to any of the Settlement approval hearings?

No. Class counsel will answer any questions the courts may have. However, you are welcome to attend at your own expense. If you send an objection, you do not need to attend but may chose to do so at your own expense. Class Members do not need to appear at any hearing or take any other action to indicate their approval.

17. May I speak at the Settlement approval hearings?

If you object to the Settlement and/or the amount of fees and expenses sought by Class Counsel, you may ask the Court where the Action that covers your province of residence is filed (see Questions 11 and 15 above) for permission to speak at the Settlement approval hearing. You do this by including with your objection (see Question 13 above) a statement saying it is your intention to appear at the hearing. At the hearing, the Court will have the discretion to decide whether or not to hear you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing at all and you have an existing Honda lease, warranty or service contract on a Class Vehicle, (i) the permissible mileage under the lease and (ii) the mileage based coverage period for the warranty, extended warranty or service contract, will be extended by 5%. Also, if you have paid charges for excess mileage under an HCFI lease of a Class Vehicle, Honda will automatically send you a cheque reimbursing you for charges paid for “excess” kilometres up to 5% over the mileage allowed by the lease. You will not receive reimbursement for warranty repairs or non-HCFI excess mileage charges if you do nothing since those claims require the submission of a Claims Package under the terms of the Settlement. You will also be precluded from starting a lawsuit, continuing with a lawsuit, or being a part of any future lawsuit against Honda and any other Released Party about the Released Claims.

GETTING MORE INFORMATION

This Notice summarizes the terms of the Settlement. To read the complete Settlement Agreement and/or for more information, go to www.canada-odo-action.ca or contact The Honda Claims Centre at 1-866-936-2286.

You can also contact Class Counsel - see Further Information on page 3 for contact particulars.

IF THERE IS A CONFLICT AS BETWEEN THIS NOTICE AND THE SETTLEMENT AGREEMENT, THE TERMS OF THE SETTLEMENT AGREEMENT PREVAIL OVER THE CONTENTS OF THIS NOTICE.