

SUPERIOR COURT
(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000601-126

DATE: November 4, 2014

IN THE PRESENCE OF: THE HONOURABLE THOMAS M. DAVIS, J.S.C.

HÉLÈNE COURTEMANCHE
Petitioner

v.

HONDA MOTOR CO., LTD.
and
HONDA CANADA INC.
Respondents

JUDGMENT

Introduction

[1] On March 16, 2012, the Petitioner filed a Motion to Authorize the Bringing of a Class Action & to Ascribe the Status of Representative (the "Motion to Authorize") against the Respondents on behalf of the following class:

"All residents in Canada who currently own or lease, or have previously owned or leased, a HONDA Civic Hybrid model years 2003 through 2009 ("the Vehicles"), or any other group to be determined by the Court;

Alternately (or as a subclass)

All residents in Quebec who currently own or lease, or have previously owned or leased, a HONDA Civic Hybrid model years 2003 through 2009 ("the Vehicles"), or any other group to be determined by the Court".

[2] The Motion to Authorize alleged, *inter alia*, that the fuel economy estimates advertised by Honda for the 2003 through 2009 Honda Civic Hybrid ("HCH") models could not be achieved under normal driving conditions and that the advertisements were, therefore, false or misleading.

[3] The Motion to Authorize further alleged that the Integrated Motor Assist battery system (the "IMA battery system") in the 2006 through 2008 HCH models was defective and that a software product update issued by Honda on or about August 2010 adversely affected the performance and fuel efficiency of these models.

[4] On August 18, 2014, following arm's length negotiations between counsel for the Parties as well as a settlement conference facilitated by Justice Marc-André Blanchard, the Petitioner and the Respondents reached a settlement agreement (the "Settlement Agreement")¹ to fully and finally settle all claims raised in or related to the present Class Action.

[5] The Settlement Agreement applies to persons who are members of the following class and subclass:

The Settlement Class

"All residents of Canada who own or lease or who have owned or leased a 2003, 2004, 2005, 2006, 2007, 2008 or 2009 Honda Civic Hybrid, based on Honda's existing customer list".

The Settlement Subclass

"All residents of Canada who own or lease or who have owned or leased a 2006, 2007 or 2008 Honda Civic Hybrid, based on Honda's existing customer list".

Settlement

[6] The Petitioner and the Respondents have agreed to the terms of the Settlement Agreement, the whole subject to the approval of the Court, and without any admission of liability whatsoever by the Respondents and for the sole purpose of resolving the dispute between the parties.

[7] The following is a summary of the key terms of the Settlement Agreement:

A. Cash Payments

¹ Exhibit R-1, including the Addendum dated October 26, 2014.

- i. Honda will make a Cash Payment of \$100.00 to each Class Member who submits a completed Claim Form during the Claim Period certifying his/her dissatisfaction with the fuel economy achieved in his/her HCH;
- ii. Honda will make a Cash Payment of an additional \$100.00 to each Subclass Member who submits a completed Claim Form during the Claim Period certifying his/her dissatisfaction with the performance of the IMA Battery or the Software Update;

B. Redeemable Rebate Certificate(s)

- i. Option A: Non-transferable \$1,000.00 Redeemable Cash Rebate Certificate: Class Members may claim a Redeemable Rebate Certificate in the amount of \$1,000.00 provided that he/she submits a Claim Form during the Claim Period electing Option A. Class Members may redeem this certificate where he/she provides proof of sale or trade of his/her HCH and proof of purchase or lease of a new Honda or Acura from an authorized Honda or Acura dealer in Canada, after the Effective Date and during the twelve (12) month period from the date of the issuance of the certificate (the "Redemption Period"); or alternatively
- ii. Option B: Transferable \$500.00 Redeemable Cash Rebate Certificate: Class Members may claim a Redeemable Rebate Certificate in the amount of \$500.00 provided that he/she submits a Claim Form during the Claim Period electing Option B. Class Members or his/her transferee may redeem this certificate where he/she provides proof of purchase or lease of a new Honda or Acura from an authorized Honda or Acura dealer in Canada, after the Effective Date and during the Redemption Period;
- iii. Subclass Members may claim and redeem up to two (2) Option B Redeemable Rebate Certificates, but they may not sell or transfer both Option B Redeemable Rebate Certificates to the same Cash Redeemable Rebate Certificate Transferee;

C. Reimbursement of Full Costs of Parts and Labour - If the IMA Battery in a 2003 through 2006 HCH model was replaced following the expiration of the operative limited warranty on the IMA Battery of the 2003 through 2006 HCH models (1) within the period that a distance of 20,000 additional kilometres was driven or (2) within a period of twelve (12) additional months, whichever came first, but before the Effective Date, the Class Member shall be entitled to reimbursement of full costs of parts and labour as if the operative limited warranty on the IMA Battery had been in effect when the replacement took place in accordance with the terms of his/her HCH'S operative limited warranty on the IMA Battery upon submitting a Claim Form with satisfactory documentation, such as invoice, receipt, work order, or comparable similar documents and upon verification of the submitted Claim Form and documentation;

D. Warranty Extension – Subclass Members will automatically receive a warranty extension applied to any operative limited warranty on the IMA Battery of their respective 2006 through 2008 HCH model, which is still in effect on the Effective Date, and will extend that warranty by 20,000 additional kilometres or twelve (12) additional months, whichever comes first. If the IMA Battery in a 2006 through 2008 HCH model was replaced during what would have been the warranty extension, but before the Effective Date, the Subclass Member shall be entitled to reimbursement of full costs of parts and labour as if the warranty extension had been in effect when the replacement took place in accordance with the terms of his/her HCH'S operative limited warranty on the IMA Battery upon submitting a Claim Form with satisfactory documentation, such as invoice, receipt, work order, or comparable similar documents and upon verification of the submitted Claim Form and documentation;

E. Addendum – the Respondents have agreed to amend the Settlement Agreement to include an additional benefit to be granted to owners of 2009 HCH models, namely, a warranty extension of two (2) extra years and 110,000 additional kilometres (for a total of 10 years and 240,000 kilometres), whichever comes first. Any repairs done prior to the Effective Date that fell outside of the original warranty period, but inside the warranty extension will be reimbursed upon submitting a Claim Form with satisfactory documentation, such as invoice, receipt, work order, or comparable similar documents and upon verification of the submitted Claim Form and documentation;

F. Advertising – As of the Effective Date, Honda shall promptly undertake to review all of the future advertising of fuel economy for the HCH created by or at the direction of Honda in order to modify any disclaimer language accompanying the representations of kilometres per litre from “actual mileage *may vary*” to “actual mileage *will vary*.” Honda agrees to use the modified language for a period of no fewer than twenty four (24) months from the Effective Date. If Class Counsel or any Class Member becomes aware that the above-mentioned disclaimer language of any future advertising of fuel economy for the HCH created by or at the direction of Honda has not been modified, Honda will have a curative period of thirty (30) days to modify the disclaimer language, once Class Counsel or any Class Member has notified Honda of the situation in writing. It is understood, however, that Honda shall not be liable in any circumstances whatsoever for any advertising that is not under its control, including, but not limited to advertisements commissioned by Honda dealers, and that Honda shall not have to remove any pre-existing advertising such as booklets, flyers, etc. from circulation;

G. In addition, the Respondents have agreed to pay the following additional amounts:

(a) all costs relating to notice dissemination,

(b) all Claims Administration costs,

(c) fees and disbursements of Class Counsel, in the amount of \$250,000.00 plus applicable taxes, and

(d) an amount of \$2,500.00 to the Petitioner in consideration for the time and effort that she devoted to the case;

H. The release for the Respondents includes and encompasses any and all claims related to the allegations of the Motion to authorize, including all future damages relating to the allegations contained in the Motion to Authorize, excluding personal injury or bodily injury;

I. The Petitioner has agreed to discontinue the Motion to Authorize as against Respondent Honda Motor Co., Ltd. without costs;

J. The Claims Administrator shall be Honda or any third party claims administrator to be designated by Honda, as the case may be;

K. In order to submit a Claim, eligible class members need only complete and submit the claim form to the Claims Administrator by e-mail or by mail (see Schedules A and B of the Settlement Agreement), whereby the eligible class members must make a solemn declaration (not a sworn affidavit);

L. The Claim Period runs for six (6) months following the Effective Date, which claim period will be no sooner than May 30, 2015, but may be later (i.e. the date when the Final Order has been issued by this Court authorizing the class action for settlement purposes only, and approving the Settlement Agreement and the Notice); and

M. The Opt-Out Deadline expires sixty (60) days after the Approval Order, which will be no sooner than December 29, 2014, but may be later;

Class Notice

[8] In accordance with the Settlement Agreement and the Court's judgment approving the Notice as well as the method of dissemination, notice was communicated in the following manner:

1) A settlement website was established at www.hchsettlement.ca (the "Settlement Website") where the Notice was posted and any and all future information will be posted;

2) On September 8, 2014, Honda Canada Inc. transmitted a copy of the Notice and its attachments, including the Claim Form and the Opt-Out Form, to the Class Members, based on its existing customer list, by mail or by e-mail; and

3) Posting on Class Counsel's website.

[9] Also in accordance with the Settlement Agreement, the present Judgment will be posted promptly after the Approval Order on the Settlement Website.

[10] All of the materials disseminated and made available to Class Members on September 8, 2014 as well as any and all of the information to be disseminated following the Approval Order, are in French and in English.

Authorization

[11] The Respondents consent to the authorization of the present Motion as a class proceeding for settlement purposes only, which consent shall be withdrawn should the Settlement Agreement not be approved by the Court.

[12] Where the Respondents consent to the authorization of a class action for settlement purposes only, the criteria set forth at article 1003 C.C.P. must still be met, albeit they are somewhat attenuated.²

[13] In light of this relaxed standard and, under reserve of the rights of the Respondents, the Motion to Authorize dated March 16, 2012, the Exhibits in support thereof and the Affidavit of the Petitioner dated August 18, 2014 justify granting the present Motion in accordance with the criteria set forth at article 1003 C.C.P.

[14] The recourses of the class members raise identical, similar or related questions of law or fact, namely:

“Did Honda engage in unfair, false, misleading, or deceptive acts or practices regarding the marketing and sale of the Honda Civic Hybrid?”

and

“Did Honda fail to adequately disclose material defects in the Integrated Motor Assist Battery System, and that, when repaired, would decrease the fuel efficiency performance of the Honda Civic Hybrid?”

[15] The facts alleged seem to justify the conclusions sought.³

[16] The composition of the group makes the application of article 59 or 67 C.C.P. difficult or impractical because:

a) The thousands of potential Group Members are widely dispersed geographically across Canada, namely: (i) 9,688 owner/lessees of 2003 to

² *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *Sonego c. Danone inc.*, 2013 QCCS 2616.

³ Articles 37, 38, 41, 53, 54, 215, 216, 218, 219, 220 (a), 221 (g), 228, 253, 270, and 272 of the *Consumer Protection Act*, CQLR c P-40.1, articles 6, 1375, 1400, 1401, 1407, 1457, and 1726 of the *Civil Code of Québec*, LRQ, c C-1991, and sections 36 and 52 of the *Competition Act*, RSC 1985, c C-34.

2009 Vehicles, (ii) 7,006 owners/lessees of 2006 to 2008 Vehicles, and (iii) 8,281 warranty extension Vehicles;

b) Given the costs and risks inherent in an action before the Courts, many people will hesitate to institute an individual action against the Respondents; and

c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and to the Court system.

[17] The Petitioner, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Class Members since Petitioner:

a) Is a Class Member;

b) Was instrumental in instituting this class action by discovering the existence of a class action and subsequently a settlement related to the same issue in the United States, researching further on the internet, and engaging counsel with experience in consumer class actions;

c) Provided her attorneys with relevant information and instructed them to proceed with the present proceedings;

d) Made sure that the class members would be kept up-to-date through her attorneys' website;

e) Participated in the settlement negotiations and provided input to her attorneys, ultimately instructing her attorneys to sign the Settlement Agreement;

f) Has a good understanding of what this class action is about and what the settlement provides to class members;

g) Has eagerly performed her responsibilities as the representative of the class and she will continue to do so insofar as the proposed settlement is concerned;

h) Has always acted in the best interests of the Class Members;

i) Has not indicated any possible conflict of interest with the Class Members.

Approval

[18] The Court approves the Settlement Agreement as fair, reasonable and in the best interests of the Class Members based on its analysis of the following factors as set out by the relevant case law, namely:

- « • les probabilités de succès du recours;
- l'importance et la nature de la preuve administrée;
 - les termes et les conditions de la transaction;
 - la recommandation des procureurs et leur expérience;
 - le coût des dépenses futures et la durée probable du litige;
 - la recommandation d'une tierce personne neutre, le cas échéant;
 - le nombre et la nature des objections à la transaction;
 - la bonne foi des parties;
 - l'absence de collusion. »⁴

[19] In particular, the Court finds that:

- i. The negotiations occurred at arm's-length and with the assistance Justice of the Superior Court of Quebec acting as a facilitator in a settlement conference;
- ii. The risk, expense, complexity and duration of further litigation weighs in favour of approval;
- iii. The amount offered in settlement is fair and adequate and worthy of approval, especially when weighing the benefits afforded to Class Members against the uncertainties and difficulties associated with obtaining the authorization of the present class action, and then the expense and length of time necessary to prosecute these proceedings through trial, the uncertainties of the outcome of the proceedings, and the fact that resolution of the class claims, whenever and however determined, would be subject to a potential appeal;
- iv. The promises and commitments of the Parties under the terms of the Settlement Agreement, including the injunctive relief provisions contained therein are fair.
- v. Class Counsel has significant expertise in the area of class actions and is recommending the Settlement;
- vi. The Canadian Settlement is similar to the U.S. Settlement and, given the the Addendum, somewhat more favourable ;
- vii. While a small number of comments have been received in respect of the Settlement Agreement, only three (3) comments can be seen as formal "objections" to the Settlement Agreement; none of the authors of same were present at the hearing or have opted out;

⁴ *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Option Consommateurs c. Union canadienne (L'), compagnie d'assurances*, 2013 QCCS 5505; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Conseil pour la protection des malades c. CHSLD Manoir Trinité*, 2014 QCCS 2280; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *Bouchard c. Abitibi-Consolidated Inc.*, (C.S.) Chicoutimi, dossier 150-06-000001-966, 15 juin 2004.

viii. There are forty-nine (49) filed opt-outs, which makes up 0.5% of Class Members out of a possible 9,688 past and present owners and lessees of 2003-2009 Vehicles;

Fees

[20] The Court approves Class Counsel fees and disbursements as fair and reasonable based on its analysis of the factors set out in sections 3.08.01 to 3.08.03 of the Code of ethics of advocates,⁵ particularly with a view to the objectives of class proceedings (i.e. access to justice, judicial economy, behaviour modification) and the risks assumed by Class Counsel.⁶

[21] In particular, the Court finds that:

- i) The Respondents have agreed to pay Class Counsel's fees in the amount requested, as appears from the Settlement Agreement;
- ii) Class Counsel's fees are being paid by the Respondents over and above any compensation that Class Members will receive. Therefore, the payment will not have any effect on or reduce Class Members' recovery in any way.
- iii) No Settlement Class Member has objected to Class Counsel's fees. The Notice disseminated to Class Members on September 8, 2014 stated that Class Counsel would be requesting Class Counsel fees and costs in the amount of \$250,000 plus applicable taxes;
- iv) The fees and disbursements sought are less than those agreed to under the Mandate Agreement with Class Counsel;
- v) The action involves complex legal issues and, in the absence of a settlement, would involve lengthy proceedings with an uncertain resolution and possible appeals;
- vi) Class Counsel assumed all of the financial risks associated with initiating, financing, and maintaining the litigation;
- vii) Class Counsel fees, at present, represent a 2.08 times multiplier on the actual time incurred, which is appropriate in the circumstances;⁷
- viii) Class Counsel fees represent 1.8% of the maximum potential value of the settlement.

⁵ RRQ, c. B-1, r. 1.

⁶ *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866.

⁷ *Guilbert c. Sony BMG Musique (Canada) inc.*, 2007 QCCS 432; *Sony BMG Musique (Canada) inc. c. Guilbert*, 2009 QCCA 231; *Sonogo c. Danone inc.*, 2013 QCCS 2616.

POUR CES MOTIFS, LE TRIBUNAL :

[22] **ACCUEILLE** la présente requête;

[23] **ORDONNE** que, pour l'application de ce jugement, les définitions énoncées à la Convention de règlement, R-1, s'appliquent et y sont incorporées par renvoi;

[24] **AUTORISE** l'exercice de ce recours collectif contre les Intimées pour les fins d'un règlement hors cour seulement;

[25] **ATTRIBUE** au requérant le statut de représentant du groupe ci-après décrit:

Les membres du groupe de la Convention de règlement

«Tous les résidents du Canada qui sont ou ont été propriétaires ou locataires d'un modèle 2003, 2004, 2005, 2006, 2007, 2008 ou 2009 de Honda Civic Hybrid, en vertu de la liste de clients existante de Honda.»

Les membres du sous-groupe de la Convention de règlement

« Tous les résidents du Canada qui sont ou ont été propriétaires ou locataires d'un véhicule d'année 2006, 2007 ou 2008 de modèle Honda Civic Hybride, en vertu de la liste de clients existante de Honda »

[26] **IDENTIFIE** aux fins de règlement, les questions communes comme étant les suivantes:

« Honda a-t-elle pris part à des actions ou des pratiques injustes, fausses, trompeuses concernant la mise en marché et la vente de la Honda Civic Hybride? »

et

« Honda a-t-elle omis de divulguer l'existence de vices majeurs en lien avec le Système d'assistance motorisée intégré et qui, lorsque réparé, diminueraient le taux d'économie

WHEREFORE, THE COURT:

[22] **GRANTS** the present motion;

[23] **ORDERS** that for the purposes of this judgment, the definitions contained in the Settlement Agreement, R-1, shall apply and are incorporated by reference;

[24] **AUTHORIZES** the bringing of a class action against the Respondents for the purposes of settlement only;

[25] **ASCRIPTIONS** to the Petitioner the status of representative of the group and subgroup herein described as:

The Settlement Class

"All residents of Canada who own or lease or who have owned or leased a 2003, 2004, 2005, 2006, 2007, 2008 or 2009 Honda Civic Hybrid, based on Honda's existing customer list."

The Settlement Subclass

"All residents of Canada who own or lease or who have owned or leased a 2006, 2007 or 2008 Honda Civic Hybrid, based on Honda's existing customer list."

[26] **IDENTIFIES** for the purposes of settlement, the common issues as follows:

"Did Honda engage in unfair, false, misleading, or deceptive acts or practices regarding the marketing and sale of the Honda Civic Hybrid?"

and

"Did Honda fail to adequately disclose material defects in the Integrated Motor Assist Battery System, and that, when repaired, would decrease the fuel efficiency performance of the Honda Civic Hybrid?"

d'essence de la Honda Civic Hybride? »

[27] **DÉCLARE** que la Convention de règlement (incluant son préambule et ses Annexes) (ci-après « la Convention de règlement R-1 ») constitue une transaction au sens des articles 2631 et suivant du *Code civil du Québec*, obligeant toutes les parties et tous les Membres du recours collectif qui ne se sont pas exclus en temps opportun;

[28] **DÉCLARE** que, sauf disposition contraire dans le présent jugement, ou tels qu'ils peuvent être modifiés par celui-ci, les termes qui commencent par une majuscule dans ce document ont le sens qui leur est attribué dans la Convention de règlement R-1;

[29] **DÉCLARE** que la Convention de règlement R-1 est valide, équitable et raisonnable, et qu'elle est dans le meilleur intérêt des Membres du Groupe, du Requéran et des Intimées;

[30] **APPROUVE** la Convention de règlement R-1;

[31] **DÉCLARE** que la Convention de règlement R-1 fait partie intégrale du présent jugement;

[32] **ORDONNE** aux parties et aux Membres du Groupe, sauf ceux exclus conformément à la Convention de règlement et au présent jugement, de se conformer aux termes et conditions de la Convention de règlement R-1;

[33] **APPROUVE** la forme et le contenu du Formulaire de réclamation et du Formulaire de demande d'exercice du droit d'exclusion, respectivement comme étant les Annexes B et C de la Convention de règlement R-1;

[34] **ORDONNE** que chaque membre du groupe qui désire s'exclure de la Convention de règlement R-1 et, par

[27] **DECLARES** that the Settlement Agreement (including its Preamble and its Schedules) (hereinafter "the Settlement Agreement R-1") constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec*, binding all parties and all Class Members who have not excluded themselves in a timely manner;

[28] **DECLARES** that, except as otherwise specified in, or as modified, by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement R-1;

[29] **DECLARES** that the Settlement Agreement R-1, is valid, fair, reasonable and in the best interest of the Class Members, the Petitioner and the Respondents;

[30] **APPROVES** the Settlement Agreement R-1;

[31] **DECLARES** that the Settlement Agreement R-1 is an integral part of this judgment;

[32] **ORDERS** the parties and the Class Members, with the exception of those who are excluded in accordance with the terms and conditions of the Settlement Agreement and with this judgment, to abide by the terms and conditions of the Settlement Agreement R-1;

[33] **APPROVES** the form and content of the Claim Form and Opt-Out Form, respectively as Schedules B and C of the Settlement Agreement R-1;

[34] **ORDERS** that each Class Member who wishes to opt-out of the Settlement Agreement R-1, and thus not be bound by

conséquence, ne pas être lié par la Convention de règlement, soit tenu d'agir conformément à la Convention de règlement et au Formulaire de demande d'exercice du droit d'exclusion (Annexe C de la Convention de règlement R-1);

[35] **DÉTERMINE** le calendrier relatif à l'administration de la Convention de règlement, à savoir :

a) L'échéance pour exercice du droit d'exclusion : 60 jours après le Jugement d'Approbation;

b) L'échéance pour transmettre une réclamation conforme à la Convention de règlement : 6 mois après la Date Effective;

[36] **DÉCLARE** que pour être valides, les Formulaires de réclamation doivent être remplis et soumis de la manière prévue à la Convention de règlement R-1;

[37] **ORDONNE** que les prélèvements par le Fonds d'aide aux recours collectifs soient effectués et remis conformément à la *Loi sur le recours collectifs*, et le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux Recours collectifs*;

[38] **PERMET** la Requérante à se désister de la Requête en autorisation contre l'intimée Honda Motor Co., Ltd. sans frais;

[39] **PREND ACTE** du désistement sans frais de la Requérante contre l'intimée Honda Motor Co. Ltd. tel que prévu à la Convention de règlement R-1;

[40] **ORDONNE** que Honda Canada Inc. soit, par les présentes, nommé Administrateur des Réclamations aux fins du Règlement;

[41] **ORDONNE** que la Requérante reçoit des honoraires de 2,500 \$ chacun en reconnaissance de ses efforts déployés pour intenter l'Action en vue d'obtenir ce règlement;

[42] **APPROUVE** le versement aux

the Settlement Agreement, must do so in conformity with the Settlement Agreement and the Opt-Out Form (Schedule C of the Settlement Agreement R-1);

[35] **DETERMINES** the schedule regarding the administration of the Settlement Agreement, namely:

(a) The deadline for opting out of the Settlement Agreement: 60 days following the Approval Order;

(b) The deadline to file a claim under the Settlement Agreement: 6 months following the Effective Date;

[36] **DECLARES** that to be eligible, Claims Forms must be completed and submitted in the manner stipulated by the Settlement Agreement R-1;

[37] **ORDERS** that the levies by the *Fonds d'aide aux recours collectifs* be collected and remitted according to the *Loi sur le recours collectifs*, and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*;

[38] **PERMITS** the Petitioner to discontinue the Motion to Authorize as against Respondent Honda Motor Co., Ltd. without costs;

[39] **PRAYS ACT** of the discontinuance without costs against Respondent Honda Motor Co. Ltd. as provided for in the Settlement Agreement R-1;

[40] **ORDERS** that Honda Canada Inc. is hereby appointed as Claims Administrator for the Settlement;

[41] **ORDERS** that the Petitioner shall be paid an honorarium of \$2,500 in recognition of her efforts in prosecuting the Action through settlement;

[42] **APPROVES** the payment to Class

Procureurs du Requéant des honoraires extrajudiciaires et frais tel que prévu à la Convention de règlement R-1 et que les intimées paient ces mêmes honoraires extrajudiciaires et coûts à Consumer Law Group Inc.;

Counsel of its extrajudicial fees and costs in the amount provided for in the Settlement Agreement R-1 and that the Respondents shall pay same to Consumer Law Group Inc.;

[43] **ORDONNE** qu'un exemplaire du présent jugement soit affiché sur le site web de l'Administrateur des Réclamations à www.hchsettlement.ca;

[43] **ORDERS** that a copy of this Judgment shall be posted on Claims Administrator's website at www.hchsettlement.ca;

[44] **DÉCLARE** que la version anglaise de la Convention de règlement R-1 constitue l'entente entre les parties et que dans l'éventualité d'un conflit quant à son interprétation ou son application, la version anglaise aura préséance sur la traduction française;

[44] **DECLARES** that the English version of the Settlement Agreement R-1 is the true agreement between the parties and shall prevail over the French translation in the event of any contradiction between the two;

[45] **DÉCLARE** que dans le cas de divergence entre les conclusions françaises et anglaises de ce jugement, la version française prévaudra;

[45] **DECLARES** that in the case of any discrepancy between the French and English conclusions of this judgment, the French version will prevail;

LE TOUT, sans frais.

THE WHOLE, without costs.



THOMAS M. DAVIS, J.S.C.

Me Jeff Orenstein
Me Andrea Grass
CONSUMER LAW GROUP INC.
Attorneys for the Petitioners

Me Luc Thibaudeau
Me Despina Mandilaras
Lavery, de Billy
Attorneys for the Respondents

Date of hearing: October 30, 2014