



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S ARBITRATION PROGRAM
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
ABERIN - HANDS FREE LINK CLASS ACTION SETTLEMENT
(ABERIN et al v American Honda Motor Co., Inc., Case No. 4:16-cv-04384-JST (C.D. Cal.)
United States District Court Northern District of California Oakland Division)**

PROGRAM OVERVIEW

The National Center for Dispute Settlement ("NCDS") is the neutral administrator of automobile warranty disputes for various automobile manufacturers. To protect neutrality and impartiality during the arbitration process, the funding for NCDS staff and its administrative costs are committed in advance by the applicable automobile manufacturer. NCDS staff are independent of the automobile manufacturers. The arbitrators are neutral, independent contractors and are not employees of NCDS or the automobile manufacturer.

Pursuant to the settlement of a class action lawsuit concerning Hands Free Link on the following AHM vehicles:

Approximately 171,746 Vehicles (the "Settlement Class Vehicles"):

- 1) 2004 – 2008 Acura TL
- 2) 2005 – 2008 Acura MDX
- 3) 2007 – 2009 Acura RDX

Eligible Class Members:

All persons who purchased the Settlement Class Vehicles in the states of California, Kansas, New York, and Washington before the vehicles reached 10 years or 120,000 miles, whichever occurred first. Excluded from the Class are Defendant and its parents, subsidiaries, and affiliates; all persons who properly elect to be excluded from the Classes; governmental entities; and the Judge to whom this case is assigned and his/her immediate family.

Specifically excluded from the Settlement Class are the following:

- 1) AHM;
- 2) Any affiliate, parent, or subsidiary of AHM;
- 3) Any entity in which AHM has a controlling interest;
- 4) Any officer, director, or employee of AHM;
- 5) Any successor or assign of AHM;
- 6) Any Judge to whom the Litigation is assigned;
- 7) Anyone who purchased a Settlement Class Vehicle for the purpose of resale;
- 8) Any owners or lessees of Settlement Class Vehicles that were not distributed for sale or lease in the United States, Puerto Rico, or other United States territories;
- 9) Any former owner or lessee who does not file a Claim pursuant to the settlement;

- 10) Any person who has resolved or otherwise released their claims as of the date of the settlement;
and
- 11) All persons who have timely elected to opt out of or exclude themselves from the Settlement Class in accordance with this Court's Orders.

Key Dates and Terms:

- Preliminary Approval Hearing February 1, 2024.
- Class Action Notices Disseminated ("Notice Date") no later than 30 days after the Preliminary Approval Date of February 1, 2024.
- Claim Deadline no later than 90 days after Notice Date and is the last date for Class Members to submit a Claim for Hands Free Link Disconnection Payment or Claim for Hands Free Link Replacement Reimbursement.
- Final Settlement Approval no earlier than 60 days after the Claims Period ends.
- Final Approval Hearing scheduled for August 14, 2024.

Remedy:

Each Settlement Class Member who does not validly opt out of the Settlement is eligible for one or both of the following:

1. Hands Free Link Replacement Reimbursement. Class Members who paid out of pocket for parts or labor (whether paid to a Honda or Acura dealer or a third party) for a Hands Free Link Replacement prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever comes first, are eligible for a Hands Free Link Replacement Reimbursement subject to the following conditions:
 - a. Class Members must submit Proof of Hands Free Link Replacement before the Claim Deadline.
 - b. Class Members may be eligible for multiple Hands Free Link Replacement Reimbursements if they can submit the necessary Proof of Hands Free Link Replacement for each Hands Free Link Replacement. In order to be eligible for more than one Hands Free Link Replacement Reimbursement, the Proof of Hands Free Link Replacement for any Hands Free Link Replacements after the first Hands Free Link Replacement must contain the VIN.
2. Hands Free Link Disconnection Payment. Class Members who provide Proof of Disconnection Payment are eligible for a \$350 payment subject to the following conditions:
 - a. Class Member must submit Proof of Hands Free Link Disconnection before the Claim Deadline.
 - b. Class Members that submit Proof of Hands Free Link Replacement(s) and separate proof of a subsequent Hands Free Link Disconnection, may be eligible for a claim for both if they submit the requisite Proof of Hands Free Link Replacement(s) and Proof of Hands Free Link Disconnection. Class Members will not be eligible for a Hands Free Link Disconnection Payment if they are entitled to a Hands Free Link Replacement Reimbursement that occurred after a Hands Free Link Disconnection. In that event, the Settlement Class Member will be eligible for the greater between the Hands Free Link Disconnection Payment and the Hands Free Link Replacement Reimbursement amount, but not both.

“Claim Deadline” – The Claim Deadline is no later than 90 days after Notice Date and is the last date for Class Members to submit a Claim for Hands Free Link (referred to herein as “Hands Free Link”) Disconnection Payment or Claim for Hands Free Link Replacement Reimbursement.

“Effective Date” – The Effective Date of this Settlement Agreement means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by the Parties and their counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement and approving the form of Notice, CAFA Notice, and Claim Forms, all as provided herein; (3) the Court-approved Notice and the Settlement Website, have been duly created and/or disseminated as ordered by the Court; (4) the Court has entered a Final Order and Judgment (as defined below) finally approving this Settlement Agreement as provided below; and (5) the Final Order and Judgment has become Final, as defined immediately below, and no longer subject to any review or appeal.

“Payment Deadline” – The Payment Deadline will be forty-five (45) days after the Effective Date and means the deadline for AHM to send checks for Hands Free Link Replacement Reimbursement and Hands Free Link Disconnection Payments to Settlement Class Members that have claims approved by the Settlement Administrator.

Claim Procedure

Settlement Class Members who believe they are eligible for a Hands Free Link Replacement Reimbursement and/or a Hands Free Link Disconnection Payment under the Settlement Agreement must submit a completed copy of the Claim Form by mail or email along with Proof of Hands Free Link Replacement and/or Proof of Hands Free Link Disconnection Payment. The Claim Form will be available on the Settlement Website and can be requested by Settlement Class Members from the Settlement Administrator.

In order to be eligible for a Hands Free Link Replacement Reimbursement or Hands Free Link Disconnection Payment, Class Members must submit the Claim Form and applicable proof by no later than the Claim Deadline.

Claim Processing

Within thirty (30) days following submission of a Claim Form and any accompanying documentation, the Settlement Administrator will review the Claim Form and any accompanying documentation to determine if it believes the claim to be insufficiently corroborated, invalid, illegitimate, and/or fraudulent.

If the Settlement Administrator believes that the claim is insufficiently corroborated, invalid, illegitimate, and/or fraudulent, the Settlement Administrator will send by mail (if a mailing address is known) and email (if an email address is known), within thirty (30) days following the submission of the Claim Form, a Notice of Insufficiency to the Settlement Class Member. If the Settlement Class Member submitted a claim for a Hands Free Link Replacement Reimbursement, but the Settlement Administrator believes that the claim is insufficiently corroborated, invalid, illegitimate, and/or fraudulent, and the claim submissions would otherwise support a Hands Free Link Disconnection Payment, the Notice of Insufficiency will make that clear and allow the Settlement Class Member to, instead, opt for and request a Hands Free Link Disconnection Payment.

The Notice of Insufficiency will set forth the reason(s) for the denial and provide notice of the Settlement Class Members' right to contest the denial and request reconsideration and/or to attempt to cure any defect within thirty (30) days of receipt of the Notice of Insufficiency.

On a biweekly basis until all Claims have been processed, the Settlement Administrator will provide to Class Counsel a list of all Claims that have been denied, along with the Claim Forms and supporting documentation and other relevant information relating to the denial so that Class Counsel may monitor and/or audit the claims process. AHM shall also timely provide information in response to other reasonable requests from Class Counsel.

A Settlement Class Member who has been sent a Notice of Insufficiency may attempt to cure the deficiency or contest the decision denying the Claim by either: (a) submitting the information or documentation requested by AHM in the Notice of Insufficiency or (b) by notifying AHM and Class Counsel in writing of the reasons why the information and documentation originally submitted is sufficient and valid or (c) submit other documentation that supports the claim (the "Contest Notice"). Unless good cause is shown for any lateness, any Contest Notice must be postmarked or emailed within thirty (30) days after the date of mailing by the Settlement Administrator of the Notice of Insufficiency. The Contest Notice procedures shall be posted on the Settlement Website and shall also be provided in writing to any Settlement Class Member whose Claim is denied. A Settlement Class Member's failure to timely perform (a) through (c) shall constitute a waiver of his or her right to challenge AHM's determination that the Claim for Hands Free Link Replacement Reimbursement or Claim for Hands Free Link Disconnection Payment is insufficient.

Within thirty (30) days following the submission of the Settlement Class Member's Contest Notice, AHM must notify the Settlement Class Member and Class Counsel in writing of its decision to accept or reject, in whole or in part, the Claim for Hands Free Link Replacement Reimbursement or Hands Free Link Disconnection Payment. Any rejection, in whole or in part, of a Claim for Hands Free Link Replacement Reimbursement or Claim for Hands Free Link Disconnection Payment shall be accompanied with an explanation of the basis for the rejection.

If the Settlement Administrator finally denies a Claim, the Settlement Class Member may appeal the denial to the National Center for Dispute Settlement ("NCDS") for binding resolution, which has been vetted by the Hon. Daniel J. Buckley (ret.). Absent good cause, an appeal of a denial must be made within forty-five (45) days of final denial by the Settlement Administrator. Any decision by the NCDS will be final and binding upon all parties. AHM will pay any cost charged by the NCDS for resolving the dispute. Each party shall be responsible for paying his, her, or its own attorneys' fees and other expenses if he, she, or it decides to retain counsel.

By the Payment Deadline, AHM will send a check to all Settlement Class Members who have submitted a valid Claim for Hands Free Link Replacement Reimbursement or valid Claim for Hands Free Link Disconnection Payment. To the extent there are any Claims that remain pending at the Payment Deadline (i.e., they are still proceeding through the Notice of Insufficiency process described above, including Claims that have been appealed to the NCDS) and AHM determines that all or part of a Claim should be paid or the NCDS finds in the Settlement Class Member's favor, AHM shall pay those Claims within 30 days

of (1) AHM determining the Claim should be paid or (2) receiving notice that the NCDS ruled in the Settlement Class Member's favor.

If this Settlement never becomes Final for any reason, no relief of any kind shall be made to anyone pursuant to the Settlement Agreement.

Aberin Denial of Claim Appeal Guidelines:

In any instance in which the Claims Administrator denies a Claim and the Settlement Class Member disputes the denial, the Claims Administrator will engage in good faith efforts to resolve the dispute as to that Claim (each party to bear his, her or its own respective costs for such efforts). If counsel are unable to resolve the dispute, the Class Member may then appeal the denial of the Claim to the National Center for Dispute Settlement ("NCDS"), provided that such appeal must be filed within forty five (45) days of final denial by the Settlement Administrator, and any decision by the neutral arbitrator(s) appointed by NCDS will be final and binding upon the Parties. The appeal to NCDS will be resolved by the neutral arbitrator(s) without a formal hearing or trial process and based solely on the documents submitted by the Parties. AHM will pay any cost charged by NCDS for the administration of the case; however, the Parties shall be responsible for paying his, her or its own respective attorneys' fees and other expenses if he, she or it decide to retain counsel, and said attorney fees will not become part of the neutral arbitrator(s)' decision.

Beginning the Arbitration Process:

Settlement Class Members can start the NCDS arbitration process by eFiling a claim online at: <https://www.ncdsusa.org/consumers/class-action-administration.html> or by printing and completing the claim form and sending it to NCDS by email, fax, or mail.

Please note, to expedite the handling of your claim, we encourage you to eFile your new claim.

You will need to provide the following important information to submit your claim:

1. The Settlement Class Member's complete name and address (as shown on the title of the vehicle);
2. The Vehicle Identification Number (VIN) of the vehicle;
3. The Year, Make, and Model of the vehicle;
4. Copy of the claim filed with the SA under the ABERIN et al – Hands Free Link Class Action Settlement
5. Proof of payment for expenses or repairs incurred and payment made by you (i.e., copies of Repair Orders, Invoices, or other statements showing, in detail, the repairs made to the vehicle that fall under the ABERIN et al - Hands Free Link Class Action Settlement; and
6. Copies of any/all claim denial documents from the SA.

It is important that you submit, at a minimum, the detailed information listed above in order to commence your appeal claim. Once NCDS receives your appeal claim, a copy will be provided to the SA. The role of NCDS is to serve as the conduit between the parties for the exchange of documents. NCDS has no decision-making authority in these matters.

What is Arbitration?

Arbitration under the Class Settlement Agreement is a process under which the SA and the Class Member who has filed an appeal of a denial of their claim by the SA, will present their respective positions in writing

to NCDS. NCDS will appoint a neutral third-party Arbitrator to review all the written evidence presented by both the SA and the Class Member. The Arbitrator will issue a written decision, which will be provided to NCDS, for disbursement to the SA and the Class Member. The Arbitrator's written decision is binding upon both the SA and the Class Member. There is no appeal process of the Arbitrator's written decision and there is no relief available in further legal proceedings.

The Arbitrator's authority under the program is outlined in the NCDS – ABERIN et al - Hands Free Link Class Action Settlement Rules.

Who are the Arbitrators?

The NCDS Arbitrators are neutral, independent contractor individuals with arbitration experience, who are interested in the fair and expeditious resolution of consumer disputes. The Arbitrators are trained by NCDS to conduct arbitrations in accordance with the Code of Ethics for Commercial Arbitrators, and pursuant to the authority as outlined in the NCDS – ABERIN et al - Hands Free Link Class Action Settlement Rules and set forth in the ABERIN et al - Hands Free Link Class Action Settlement terms.

The NCDS Arbitrators may or may not have automotive experience. A biography of the appointed Arbitrator will be provided to the parties upon appointment. No Arbitrator will be an employee or agent of either party, and the Arbitrator will have no direct involvement in the manufacture, distribution, sales and/or service of automobiles. NCDS selects the Arbitrator in a neutral manner. If any Arbitrator determines that he or she cannot make an unbiased decision, he or she will be recused from deciding the case.

How will the Arbitrator make the decision?

The Arbitrator will make the decision based solely on the written submissions of the Class Member and the SA. Initial written submissions will be disbursed to the parties by NCDS for rebuttal statements prior to all written submissions being sent to the Arbitrator. Each party should be prepared to present written evidence to support their position, in writing, to the Arbitrator.

Preparing your evidence:

Upon the filing of your claim with NCDS, you should be prepared to submit to NCDS a copy of all documents you wish the Arbitrator to consider. If you have witness statements, it is your obligation to contact the witness for the submission of their written evidence and it is your obligation to submit any witness documents to NCDS.

Documents that may be beneficial to file with your claim would be:

- Copy of documents associated with acceptance into Class Action Settlement matter
- Copy of denial of claim from the SA
- Proof of prior or current ownership of vehicle or lease (i.e., sales agreement, lease document, title)
- Vehicle's warranty information
- Vehicle's repair/service and maintenance records
- Correspondence and receipts from the parties, dealers, repair facilities, or representatives
- Any and all other documents and/or photos that may support your case
- Your written statement/testimony regarding the vehicle problems as it relates to the ABERIN et al – Hands Free Link Class Action Settlement

- Why you believe the problems with the vehicle fall under the ABERIN et al – Hands Free Link Class Action Settlement
- Why you believe the problems with the vehicle are not caused by abuse, neglect or accident

The SA representative will also address these matters from the SA's position. Then all written evidence submitted by the parties will be sent to the appointed Arbitrator for rendering of a decision within the timeframe noted in the rules. NCDS will disburse the decision to the parties thereafter in accordance with the rules.