



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S  
ARBITRATION PROGRAM RULES  
FOR  
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")  
KOJIKIAN - OIL CONSUMPTION CLASS ACTION SETTLEMENT  
(*Kojikian et al v American Honda Motor Co., Inc., Case No. BC 606392,*  
*Superior Court of the State of California, County of Los Angeles)*)**

1. DEFINITIONS:

The following key terms are defined as they are applicable to the Kojikian - Oil Consumption Class Action Settlement - NCDS Arbitration Program Rules:

"Arbitration" shall mean the process under which an impartial person or panel decides disputes between Class Members and the SA arising from the terms and provisions of the *Amended Class Action Settlement Agreement and Release* that has been judicially approved in *Kojikian et al v American Honda Motor Co., Inc., Case No. BC 606392, Superior Court of the State of California, County of Los Angeles*.

"Claim" is a request for money, reimbursement, or warranty coverage under the terms of the Kojikian - Oil Consumption Class Action Settlement.

"Class" or "Class Member" refers to all CURRENT and FORMER owners of the vehicles named in the Kojikian - Oil Consumption Class Action Settlement, who are outside the warranty parameters, but within the eligible reimbursement period and incurred out-of-pocket expenses.

"Class Vehicles" refer to the following:

2010 - 2013 Acura MDX  
2011 - 2012 Acura RL  
2009 - 2014 Acura TL  
2010 - 2013 Acura ZDX

"Eligible Reimbursements" only applies to out-of-pocket costs incurred *prior* to February 28, 2020

"Eligible Repairs" only applies to Piston and/or Piston Ring repairs within the warranty period of 8 years or 125,000 miles

"NCDS" is the National Center for Dispute Settlement, LLC, a neutral independent administrative agency that administers certain aspects of the Kojikian - Oil Consumption Class Action Settlement - Arbitration Program.

"Proof of Repair Expense" shall refer to the original or a copy of any document(s) generated at or around the time the expense was incurred for the Eligible Repair. Such Proof of Repair Expense shall identify the Eligible Repair's nature, date performed, and cost incurred by the Class Member to support the claim of the Eligible Repair.

"Proof of Eligible Reimbursement" shall refer to the original or a copy of any document(s) generated at or around the time of the incurrence of the Eligible Reimbursement, to potentially include a rental car, towing service, or other out-of-pocket expense directly related to the Eligible Repair, and which identifies that the Eligible Repair was incurred for said vehicle and by the Class Member filing the claim.

## 2. SCOPE OF NCDS AUTHORITY:

A claim is eligible under these Rules, if the Claim is filed by, or on behalf of, a Class Member in relation to out-of-pocket costs incurred prior to February 28, 2020 for Piston and/or Piston Ring repairs within the W/E of 8 years or 125,000 miles, for the Class Vehicles named herein.

## 3. INITIATION OF CLAIM BY NCDS:

Upon receipt of the claim from the Class Member, NCDS shall forward an Acknowledgement Letter to all parties, along with copies of all documentation filed by the Class Member. NCDS shall open a claim only if it includes the issues that fall within the terms and conditions of the Kojikian - Class Action Settlement and these Rules.

The remedies sought by each party must be the stated remedies available under the terms and conditions of Kojikian - Class Action Settlement and these Rules. Remedies not specified in the Kojikian - Class Action Settlement and these Rules, such as punitive damages, allegations of fraud, or claims for personal injury or mental anguish, shall not be arbitrated and are excluded from the program.

## 4. SELECTION OF THE ARBITRATOR PANEL:

NCDS maintains a pool of qualified neutrals who are interested in the fair and expeditious resolution of consumer disputes. The NCDS pool of arbitrators have been continuously trained by NCDS and are not specifically required to have technical and/or legal expertise.

NCDS will select an Arbitrator Panel from its active arbitrator pool in a manner designed to avoid any conflict of interest, and to provide the parties with an Arbitrator Panel to render a decision on the dispute. If a financial, competitive, professional, family or other social relationship exists with any party, even if any member of the Arbitrator Panel believes the relationship is inconsequential so as to have no effect on the decision, the disclosure shall be made to the parties by the applicable member of the Arbitrator Panel. In such disclosure instance, either party may decide whether the applicable member(s) of the Arbitrator Panel may continue to serve on the case.

## 5. COMMUNICATION WITH THE ARBITRATOR PANEL:

Neither party shall communicate with any member of the Arbitrator Panel about the dispute. All communication for the Arbitrator Panel shall be sent through NCDS. A violation of this Rule shall compromise the impartiality of the arbitration process and may result in one, or all, of the Arbitrators being reassigned and/or the case being discontinued.

6. REPRESENTATION:

A Class Member may present his or her own case or have someone represent the Class Member at the Class Member's own expense, including Class Counsel. If a Class Member is going to be represented by Counsel, notice of such representation shall be provided to NCDS within five (5) days of the final document submission deadline set by the Panel and/or NCDS.

7. FINAL DOCUMENT SUBMISSION DEADLINE NOTICE:

The Arbitrator Panel will issue a decision based solely upon written information that the parties have provided. NCDS will set a date (usually within 14 days after the case is opened), within which the parties must submit written positions, documentation, and any other evidence (including, where applicable, Proof of Repair Expense and Proof of Eligible Reimbursement). Notice of the document submission deadline will be sent to the parties at least five (5) days in advance.

8. CLAIM RECORDS MAINTAINED BY NCDS:

NCDS will maintain basic file information such as the party's names and documents presented as evidence. Copies of these materials and other official arbitration letters and/or forms can be provided upon written request. A reasonable copying fee may be charged.

9. SETTLEMENT:

If the parties voluntarily decide to settle the dispute prior to the decision being rendered, the settlement will end the dispute and no decision will be issued. Written notice of the settlement from the Class Member shall be provided to NCDS so that the file can be closed. The arbitration case will proceed until written notice of the settlement from the Class Member has been received.

10. TIME FOR DECISION:

NCDS shall make every effort to obtain the decision from the Arbitrator Panel within two (2) days of the final document submission deadline.

11. THE DECISION:

When the decision is reached in the case, all parties will receive the Arbitrator Panel's written decision via email and/or mail. The decision will not be provided to either party over the phone.

- a. **Scope of Decision:** The decision shall be binding on both parties and shall be based on a fair and reasoned decision of the Arbitrator Panel within the scope of the Class Action Settlement terms and provisions (as incorporated herein) and the Rules (as defined herein). If the Arbitrator Panel determines that a Class Member is entitled to the remedy requested pursuant to the terms and provisions of the Class Action Settlement (as incorporated herein) and the Rules (as defined herein), then the decision shall require that the SA shall pay the Class Member the awarded amount within thirty (30) days after the Final Approval of the class settlement, or within thirty (30) days after the Class Action Settlement Administrator receives notice of the decision, whichever occurs later. Once the decision has been issued, the parties are bound by the decision and must comply with its terms. Within ten (10) days after the

- thirty (30) day compliance period, NCDS will contact the Class Member to verify whether the decision has been performed if the decision was favorable to the Class Member.
- b. **Clarifying the Decision:** A party may request that the Arbitrator Panel clarify a decision if that party does not understand what action is required of the decision, or if that party and the other party disagree about what action is required by the decision. The parties may not, however, ask that the Arbitrator Panel clarify the reasons for the decision. A request for clarification will not be accepted or processed by NCDS if it attempts only to challenge the conclusions of the Arbitrator Panel or provide new evidence and/or reargue the case. A request for clarification must be in writing and received by NCDS before the thirty (30) day compliance period expires. An appropriate request for clarification of the decision will be sent to the other party for response. NCDS will send the clarification request, and any response, to the Arbitrator Panel, who may either clarify the decision or let the decision stand as originally written. A request for clarification shall suspend the thirty (30) day performance period until such time as the clarification issue raised has been resolved.
  - c. **Correcting the Decision or Reasons for Decision:** A party may request correction of the decision or reasons for the decision only if the decision or reasons contain a mistake of fact, a miscalculation of figures, or exceeds the Arbitrator Panel's authority, as defined herein. A mistake of fact is not a conclusion of the Arbitrator Panel with which a party disagrees; it is a true error in an objective fact such as a misstatement of a date, time, location or name which is justified to be corrected. A miscalculation of figures is not merely a dollar amount that a party disagrees with; rather, it is an arithmetic error that can be corrected. The request for correction of the decision must be in writing and received by NCDS before the thirty (30) day compliance period expires. If a party's written request for correction of the decision is an appropriate request for correction, it will be handled in the same manner as a clarification request stated above. NCDS reserves the right to correct obvious mathematical errors in the decision and/or an obvious misstatement of a date, time, location or name.
  - d. **Decision is to Impossible to Perform Timely:** If any party believes that the Arbitrator Panel's decision cannot be performed within the establish thirty (30) day time limit, or at all, that party should immediately notify NCDS in writing and provide sufficient evidence as to the reason for the untimely performance. NCDS will process the notice in the same manner as a clarification request. If the SA exceeds the thirty (30) day compliance period, the Class Member should immediately contact NCDS in writing. NCDS will then contact the SA and determine the reason for noncompliance.
  - e. **Post-Decision Settlement:** If the parties agree on a settlement that differs from the Arbitrator Panel's decision, a copy of the post decision settlement agreement should be provided to modify and/or supersede the previously issued Arbitrator Panel's decision.

## 12. CONFIDENTIALITY OF RECORDS:

It is the policy of NCDS that all records of the arbitration process are confidential. NCDS and/or any member of the Arbitrator Panel shall not release the results of an individual case to any person and/or group that is not a party to the case unless all parties agree in writing, or unless such release of documents and/or information is required by state law and/or regulation, or required by further judicial or governmental proceedings.

### 13. EXCLUSION OF LIABILITY IN LEGAL PROCEEDINGS:

In proceeding with the arbitration process, the parties agree that any member of the Arbitrator Panel cannot be subpoenaed by either party in any subsequent legal proceeding. Neither NCDS, its officers, directors and/or employees, nor any arbitrator(s) appointed to serve under the Rules is a necessary party in any judicial proceedings respecting the arbitration; and neither NCDS, its officers, directors and/or employees, nor any arbitrator(s) appointed to serve under the Rules shall be liable to any party or entity for any act or omission.

### 14. INTERPRETATION OF RULES:

Except where the Rules specifically state otherwise, the Arbitrator Panel shall interpret and apply these rules insofar as they relate to any member of the Arbitrator Panel's powers and duties. All other rules shall be interpreted and applied by NCDS. NCDS reserves the right, consistent with applicable state and/or federal law and the terms and provisions of the Class Action Settlement Agreement, to make a final administrative decision on procedural questions, the scope of the issues to be arbitrated, a Class Member's claim's eligibility for arbitration, and any other questions concerning the application and interpretation of these Rules. NCDS reserves the right to discontinue and/or decline administration of an arbitration for any case due to a conflict with the Class Action Settlement Agreement, any state and/or federal law or regulation, or due to the behavior of a party.