



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S ARBITRATION PROGRAM
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
BANH et al – INFOTAINMENT SYSTEM CLASS ACTION SETTLEMENT
(Banh et al v American AHM Motor Co., Inc., Case No. 2:19-cv-05984-RGK (Asx)
Superior Court of the State of California for the County of Los Angeles)**

1. DEFINITIONS:

The following key terms are defined as they are applicable to the Banh – Infotainment System 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 *Class Action Settlement Agreement and Release* that has been judicially approved in ***Banh et al v American AHM Motor Co., Inc., Case No. 2:19-cv-05984-RGK (Asx0, Superior Court of the State of California for the County of Los Angeles.***

"Claim" is a request for money, reimbursement, or warranty coverage under the terms of the Banh et al Infotainment System Class Action Settlement.

"Class" or "Class Member" refers to all current owners and lessees of a 2019-Acura RDX (each a "Settlement Class Vehicle"), who reside in, and who purchased or leased their vehicles (other than for purposes of resale or distribution) in, the United States, Puerto Rico, and all United States territories, as well as former owners and lessees of Settlement Class Vehicles who submit a claim. The Settlement Class also includes all United States military personnel who purchased a Settlement Class Vehicle during military duty.

"Class Vehicles" refer to the following:

Approximately 135,209 vehicles of 2019 to 2020 Acura RDX models

"Eligible Remedy" refers to:

Each Settlement Class Member who does not validly opt out of the Settlement will receive the following:

1. **Extended Warranty.** AHM will extend the Settlement Class Vehicles' Limited Warranty to cover qualified Infotainment Systems repairs. The extension will add an additional two (2) years or 24,000 miles to the original four (4) years or 50,000 miles Limited Warranty (thereby providing warranty coverage for covered repairs for six (6) years or 74,000 miles, whichever comes first, from the original purchase or lease date.)

2. Compensation for Certain Costs Related to Delayed Warranty Claims. Claim Forms can be filed seeking reimbursement for (a) qualifying transportation costs incurred if the Settlement Class Member returned a Settlement Class Vehicle more than once to a dealership to obtain a repair for Infotainment Systems Symptoms; and/or (b) qualifying battery recharging costs incurred as a result of a car battery that drained because the Infotainment System did not turn off when it should have.

3. Two Year of Free AcuraLink Security Service. Class Members making one or more visits will be automatically eligible to receive two (2) free years of AcuraLink Security Service, which is a \$178.00 value (\$89.00 per year) provided that the visits appear in AHM's warranty database.

4. Infotainment System Online Resource. 1.16 "Infotainment System Online Resource" means, as of the Effective Date, the Acura Owners Link website page for 2019 and 2020 Acura RDX vehicles, which will include, among other things: (1) a list of alleged issues or symptoms with the Infotainment System that are the subject of the litigation with relevant information about each such issue or symptom (relevant information about each such issue or symptom (relevant information would include, as applicable, a link to relevant Service Bulletins); (2) a means by which Settlement Class Members can report to AHM issues or symptoms they believe to be attributable to the Infotainment System; (3) relevant recall notices, Service Bulletins, and over-the-air (OTA) updates relating to the Infotainment System; (4) provide a means by which Settlement Members can review their operating manuals related to the Infotainment Systems in their vehicles so that they understand how the Infotainment Systems work and which peripherals are compatible with their Infotainment Systems; and (5) make available online, searchable operating manuals relating to the Infotainment Systems so that Settlement Class Members can quickly search the contents of such manuals. AHM will also post Frequently Asked Questions related to the Infotainment Systems. The Infotainment System Online Resource shall include a list of potential Infotainment System related issues, that, when selected, will open a drop-down menu to offer potential solutions to the problem (e.g., suggesting trying an Apple or Android-certified USB cord (as applicable), updating a vehicle's or phone's software, replacing the USB cord or other peripheral, or presenting the vehicle at a dealership for an assessment or repair pursuant to any applicable Service Bulletin (including, e.g., the Gauge Control Module for 2019 Acura RDX vehicles). The Infotainment System Online Resource shall be established and operational on or before the effective date.

"Reimbursement" for these out-of-pocket expenses are limited to: (1) the cost of recharging a car battery that drained as a result of the Infotainment System not turning off when it should have and (2) rental car, taxicab, or other ride-sharing service charges incurred when the Settlement Class Member returned a Settlement Class Vehicle two or more times to a dealership to obtain a repair for Infotainment Systems Symptoms.

"Payment Deadline" – No later than one hundred and twenty (120) days after the Effective Date, AHM will provide to Settlement Class Members who timely filed valid Claims the Benefit and/or out-of-pocket expense reimbursement (as applicable).

"NCDS" is the National Center for Dispute Settlement, LLC, a neutral independent administrative agency that administers certain aspects of the Banh et al - Infotainment System 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/or 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 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 original owners/lessees as of September 7, 2021 of the aforementioned vehicles who incurred out of pocket costs for repairs.

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 Banh et al - Infotainment System Class Action Settlement and these Rules.

The remedies sought by each party must be the stated remedies available under the terms and conditions of Case Transmission Class Action Settlement and these Rules. Remedies not specified in the Banh et al – Infotainment System 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.

3. SELECTION OF THE ARBITRATOR:

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

4. COMMUNICATION WITH THE ARBITRATOR:

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

5. 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 Arbitrator and/or NCDS.

6. FINAL DOCUMENT SUBMISSION DEADLINE NOTICE:

The Arbitrator 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 written 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.

7. 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.

8. 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 in writing 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.

9. TIME FOR DECISION:

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

10. THE DECISION:

When the decision is reached in the case, all parties will receive the Arbitrator'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 within the scope of the Class Action Settlement terms and provisions (as incorporated herein) and the Rules (as defined herein). If the Arbitrator 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 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 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 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 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, who may either clarify the decision or let the decision stand as originally written. A request for clarification shall suspend the thirty (30) day compliance 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's authority, as defined herein. A mistake of fact is not a conclusion of the Arbitrator 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's decision cannot be performed within the established 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's decision, a copy of the post decision settlement agreement should be provided to modify and/or supersede the previously issued Arbitrator's decision.

11. CONFIDENTIALITY OF RECORDS:

It is the policy of NCDS that all records of the arbitration process are confidential. NCDS and/or the Arbitrator 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.

12. EXCLUSION OF LIABILITY IN LEGAL PROCEEDINGS:

In proceeding with the arbitration process, the parties agree that the Arbitrator cannot be subpoenaed by either party in any subsequent legal proceeding. Neither NCDS, its officers, directors and/or employees, nor any Arbitrator 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 appointed to serve under the Rules, shall be liable to any party or entity for any act or omission.

13. INTERPRETATION OF RULES:

Except where the Rules specifically state otherwise, the Arbitrator shall interpret and apply these rules insofar as they relate to any member of the Arbitrator'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 *Banh et al – Infotainment System Class Action Settlement Agreement*, any state and/or federal law or regulation, or due to the behavior of a party.