



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S ARBITRATION PROGRAM
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
CONTI - INFOTAINMENT SYSTEM CLASS ACTION SETTLEMENT
(Conti et al v American Honda Motor Co., Inc., Case No. 2:19-cv-2160 CJC-GIS
United States District Court Central District of California Western 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 Infotainment Systems on the following AHM vehicles:

Approximately 411,974 Vehicles (the "Settlement Class Vehicles"):

- 1) 2018 – 2019 Honda Odyssey vehicles Elite, EX, EX-L, EX-LNR and Touring trim levels
- 2) 2019 Honda Pilot vehicles with 2EX-LNR, 2TRG, 2TRG 7P, 4Elite, 4EX, 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trim levels
- 3) 2019 Honda Passport vehicles with 2EX-L, 2TRG, 4Elite, 4EX-L, and 4TRG trim levels

Eligible Class Members:

- 1) All current owners and lessees of the aforementioned Settlement Class Vehicles; and
- 2) 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.
- 3) The Settlement Class also includes all United States military personnel who purchased a Settlement Class Vehicle during military duty.

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 June 4, 2021.
- Class Action Notices Disseminated ("Notice Date") no later than 120 days after entry of Preliminary Approval or October 2, 2021.
- Final Settlement Approval no earlier than 90 days after Notice Date.
- Final Approval Hearing schedule is to be determined.

Remedy:

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

A. Infotainment System Online Resource. "Infotainment System Online Resource" means, as of the Effective Date, the Honda Owners Link website page for 2018-2019 Honda Odyssey, 2019 Honda Pilot, and 2019 Honda Passport 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 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 Class 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 System; 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. The Infotainment System Online Resource shall be established and operational on or before the Effective Date.

B. Extended Warranty. "Extended Warranty" shall mean an extension of Settlement Class Vehicles' existing standard warranty from the original New Vehicle Limited Warranty (NVLW) term for an additional 24 months or 24,000 miles (whichever occurs first) for symptoms identified in: (1) Honda Service Bulletin 20-049 (popping or crackling from the speakers; no sound from the audio system, network loss message

and/or display issues); and (2) Honda Service Bulletin 20-058 (popping or crackling from the speakers, no sound from the audio system, network loss message and/or display issues), for Settlement Class Vehicles only, such Service Bulletins expressly incorporated herein by reference (collectively, “Infotainment System Symptoms”).

C. Delayed Warranty Repair Visit Benefit. Settlement Class Members who made Delayed Warranty Repair Visits prior to the Notice Date and who currently own or lease a Touring, Black or Elite trim for either the 2018-2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, or 2019 Honda Passport vehicles will be eligible to receive two (2) years of HondaLink Security Service (\$89 value per year) (the “HondaLink Benefit”) for their Settlement Class Vehicle, provided AHM’s warranty database shows they made more than one visit to an authorized Honda dealership to seek repairs for Infotainment System-related issues (that do not otherwise qualify as a Related Service Visit) that were not resolved during the initial warranty service visit (a “Delayed Warranty Repair”); except that any customer visit as a result of a recall or product update is not a “Delayed Warranty Repair Visit.”

D. “Media Oriented Systems Transport (MOST)” Ring. “Media Oriented Systems Transport (MOST)” Ring means the synchronized, ring-based architecture where devices on the ring receive and pass along data including to components comprising Settlement Class Vehicles’ Infotainment Systems.

E. Proof of Expenses. “Proof of Expenses” shall mean an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the reimbursement expenses paid by the Settlement Class Member. Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to, third-party receipts, invoices, and repair orders or bills, which either individually or collectively, prove the existence of out-of-pocket costs and the amount of the expense.

F. Related Service Visit Benefit. Settlement Class Members who, on or before the Notice Date of the settlement, made multiple service visits for a single Infotainment System issue not resolved during the initial warranty service visit (so long as both service visits relate to the same Infotainment System issue (each a “Related Service Visit”), and who currently own or lease a Touring, black or Elite trim for either the 2018-2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, or 2019 Honda Passport vehicles shall as of the Effective Date automatically be entitled to the HondaLink Benefit, provided such Related Service Visits appear in AHM’s warranty database; except that any customer visit as a result of a recall or product update is not a “Related Service Visit.” Settlement Class Members who made Related Warranty Repair Visits prior to the Notice Date and who currently own or lease an EX or EX-L trim for either the 2018-2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, or 2019 Honda Passport vehicles will be eligible to receive the Sirius XM Benefit on the same terms and conditions as set forth in the Settlement Agreement. AHM will identify individual Settlement Class Members who made Related Service Visits as identified in AHM’s warranty database. Such individual Class Members will be mailed or emailed (as appropriate) the Notice and Claim Form, which notice will inform the individual Settlement Class Members of their right to receive this HondaLink Benefit and/or Sirius XM Benefit as of the Effective Date. Settlement Class Members who do not desire to receive the HondaLink Benefit and/or Sirius XM Benefit can contact AHM at a toll-free number or by email address provided on the Claim Form.

G. Rules Applicable to The Benefit. If a Settlement Class Member already subscribes to the HondaLink Security service or the Sirius XM Select service, the Settlement Class Member can tack on HondaLink Security Service for an additional two (2) years starting when their paid-for-service expires and the Sirius XM Select service for an additional one (1) year starting when their paid-for-service expires. The

HondaLink Benefit and Sirius XM Benefit shall not be transferable to subsequent owners except as otherwise provided in the pre-existing terms of service. Settlement Class Members can receive a maximum of one HondaLink Benefit or one Sirius XM Benefit per Settlement Class Vehicle.

H. Compensation for Certain Out-of-Pocket Costs Related to Delayed Warranty Claims. Settlement Class Members who incurred qualified out-of-pocket costs directly resulting from Delayed Warranty Repairs are eligible to file Claims for reimbursement of such costs when the settlement becomes Final.

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 (see QIS AH19021201); 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.

Settlement Class Members must submit a valid Claim Form within the Claims Period for reimbursement with appropriate Proof of Expenses. Reimbursements will not include any amounts previously reimbursed by any party, including pursuant to other litigation, warranty or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise.

Claim Procedure—Compensation for Out-of-Pocket Costs

Settlement Class Members who believe they are eligible for Out-of-Pocket costs reimbursement under the Settlement Agreement must send the Settlement Administrator a completed copy of the Claim Form, Proof of Expenses, and other required documentation as set forth above, showing that they are eligible for the reimbursement, postmarked during the Claims Period.

The Settlement Class Member must provide the following information, as indicated on the Claim Form:

- a. Name and mailing address of the Settlement Class Member;
- b. The VIN for the Settlement Class Vehicle for which a claim is being made;
- c. Proof of Expenses for the reimbursable expense;
- d. The following attestation: “I hereby attest to and affirm that the information I am providing as support for my claim is a true and accurate copy of the records in my possession and these records relate to my 2018 or 2019 Honda Odyssey, 2019 Honda Pilot, or 2019 Honda Passport. I hereby attest to and affirm the authenticity of such proof and state that I actually incurred and was not previously reimbursed for the Out-of-Pocket Expenses for which I am seeking reimbursement;” and
- e. Any other required documentation proving eligibility as set forth above in Section III.

Claims Processing

Within reasonable time of receiving a Claim Form and any accompanying documentation, the Settlement Administrator will review the documentation and/or AHM’s records and either confirm or deny the Settlement Class Member’s eligibility for the HondaLink Benefit, Sirius XM Benefit, and/or out-of-pocket expense reimbursement (as applicable).

If the determination is to deny a Claim, the Settlement Administrator will send, within sixty (60) days after determination of denial, notice of the denial to the Settlement Class Member. Such notice will set forth the reason(s) for the denial and provide notice of the claimant's right to contest the denial and request reconsideration and/or to attempt to cure any defect within thirty (30) days. On a quarterly basis after the Effective Date 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 with appropriate PII redactions.

Claims that do not meet the requirements set forth in the Settlement Agreement shall be denied. Grounds for rejection include, but are not limited to, failure to provide Proof of Expenses or any other required information, untimely submission of the Claim Form, or submission of ineligible repair expenses.

A Settlement Class Member whose Claim has been denied may attempt to cure the deficiency or contest the decision denying the Claim by mailing to the Settlement Administrator at the mailing address for the administration of this Settlement, written notice containing information to attempt to cure any claim deficiencies or a statement of reasons the Settlement Class Member contests the denial, along with any additional supporting documentation (the "Contest Notice"). Any Contest Notice must be postmarked within thirty (30) days after the date of mailing by the Settlement Administrator of the notice of the denial of the Claim. 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.

Within sixty (60) days after the Settlement Class Member mails the Contest Notice, the Settlement Administrator shall consider the claimant's request for reconsideration and any materials submitted by the Settlement Class Member in support thereof, and mail to the Settlement Class Member a final determination of the Claim. The decision of the Settlement Administrator shall be final unless the Settlement Class Member submits the denied Claim to the National Center for Dispute Settlement for resolution as described below.

If the Settlement Administrator finally denies a Claim, the Settlement Class Member may appeal the denial to the National Center for Dispute Settlement for binding resolution in accordance with the terms and conditions of the NVLW that accompanied the Settlement Class Vehicle at the original point of sale or lease, except that any such appeal must be filed within ninety (90) days of final denial by the Settlement Administrator and any decision by the National Center for Dispute Settlement will be final and binding upon all parties. AHM will pay any cost charged by the National Center for Dispute Settlement 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 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).

If this settlement never becomes Final for any reason, no relief, Benefit, Extended Warranty or reimbursement of any kind shall be made to anyone pursuant to the Settlement Agreement.

Claim for Reimbursement Process

Requirements:

Settlement Class Members who wish to receive Reimbursement must submit a Claim for Reimbursement to AHM in accordance with, and that meets, the following requirements:

- i. **Deadline:** The Claim for Reimbursement must be submitted by no later than the Reimbursement Deadline.
 - ii. **Contents:** The Claim for Reimbursement must include Reimbursement Information, including: (1) the Settlement Class Member's name; (2) the VIN for the Settlement Class Vehicle; (3) telephone number; (4) email address; (5) mailing address; and (6) Proof of Out of Pocket payments for transportation costs and/or recharging costs. AHM shall not deny a Claim for Reimbursement based solely upon the failure to provide a telephone number, email address, and/or mailing address.
 - iii. **Manner of Submission:** In order to submit a Claim for Reimbursement, a Settlement Class Member must mail or email a completed Claim for Reimbursement, which will be available to view, download, and/or print from the Settlement Website, and any supporting documentation to AHM by the Reimbursement Deadline. The postmark date shall be the submission date.
- a. **Processing:** The parties will establish the following procedure to prevent the payment of fraudulent claims and to ensure that Reimbursement is provided to only those Settlement Class Members with legitimate Claims for Reimbursement:
- i. **AHM's Preliminary Determination of Insufficiency:** If the determination is to deny a Claim, the Settlement Administrator will send, within sixty (60) days after determination of denial, notice of the denial to the Settlement Class Member.
 - ii. A Settlement Class Member whose Claim has been denied may attempt to cure the deficiency or contest the decision denying the Claim by mailing to the Settlement Administrator at the mailing address for the administration of this Settlement, written notice containing information to attempt to cure any claim deficiencies or a statement of reasons the Settlement Class Member contests the denial, along with any additional supporting documentation (the "Contest Notice"). Any Contest Notice must be postmarked within thirty (30) days after the date of mailing by the Settlement Administrator of the notice of the denial of the Claim. 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.
 - iii. Within sixty (60) days after the Settlement Class Member mails the Contest Notice, the Settlement Administrator shall consider the Claimant's request for reconsideration and any materials submitted by the Settlement Class Member in support thereof, and mail to the Settlement Class Member a final determination of the Claim. The decision of the Settlement Administrator shall be final unless the Settlement Class Member submits the denied Claim to the National Center for Dispute Settlement for resolution as described (iv) below.
 - iv. If the Settlement Administrator finally denies a Claim, the Settlement Class Member may appeal the denial to the National Center for Dispute Settlement for binding resolution in accordance with the terms and conditions of the NVLW that accompanied the Settlement Class Vehicle at the original point of sale or lease, except that any such appeal must be filed within ninety (90) days of final denial by the Settlement Administrator and any decision by the National Center for Dispute Settlement will be final and binding upon all

parties. AHM will pay any cost charged by the National Center for Dispute Settlement 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.

The SA is providing a process for appeal of a denial of a claim to the National Center for Dispute Settlement ("NCDS"); provided, however, that Class Members must first have filed their claim directly with the SA. If the parties are unable to resolve the dispute, the Class Member may then appeal the denial of the Claim to NCDS, provided that such appeal must be filed within ninety (90) days of final denial by the SA. Any decision of the matter by the Arbitrator is final and binding upon the Parties. The appeal to NCDS will be resolved without a formal hearing or trial process; thus, a documents-only review will be conducted by the appointed Arbitrator. The SA will pay any cost charged by NCDS for the administration of the arbitration matter; however, each Party is solely responsible for paying his, her or its respective attorney's fees, costs and expenses if he, she or it decides to retain counsel.

If you are appealing the denial of your request for reimbursement for out-of-pocket expenses related to the Conti et al - Infotainment System Class Action for the aforementioned vehicles, and are a Class Member, this document will provide you with information regarding the NCDS arbitration program available to assist in resolving the outstanding dispute with the SA.

Beginning the Arbitration Process:

Settlement Class Members can start the NCDS arbitration process by eFiling a claim online at: <https://www.ncdsusa.org/consumers/automotive-warranty-disputes/AHMClassAction/> 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 Conti et al - Infotainment System 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 Conti et al - Infotainment System 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 – Conti et al - Infotainment System 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 – Conti et al - Infotainment System Class Action Settlement Rules and set forth in the Conti et al - Infotainment System 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 Conti et al – Infotainment System Class Action Settlement
- Why you believe the problems with the vehicle fall under the Conti et al – Infotainment System 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.