



**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)**

1. DEFINITIONS:

The following key terms are defined as they are applicable to the Conti – 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 ***Conti et al v American Honda Motor Co., Inc., Case No. 2:19-cv-2150 CJC-GIS, United States District Court Central District of California Western Division.***

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

"Class" or "Class Member" refers to all current owners and lessees of a 2018-2019 Honda Odyssey vehicles Elite, EX, EX-L, EX-LNR and Touring trim levels; 2019 Honda Pilot vehicles with 2EX-LNR, 2TRG, 2TRG 7P, 4Elite, 4EX, 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trim levels; and 2019 Honda Passport vehicles with 2EX-L, 2TRG, 4Elite, 4EX-L, and 4TRG trim levels, 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 411,974 vehicles of 2018-2019 Honda Odyssey vehicles Elite, EX, EX-L, EX-LNR and Touring trim levels; 2019 Honda Pilot vehicles with 2EX-LNR, 2TRG, 2TRG 7P, 4Elite, 4EX, 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trim levels; and 2019 Honda Passport vehicles with 2EX-L, 2TRG, 4Elite, 4EX-L, and 4TRG trim levels.

"Eligible Remedy" refers to:

There are four (4) different categories of Settlement Benefits available if you are eligible and file a valid Claim Form. They are as follows:

**Benefit 1: Two Free Years of HondaLink Security Service or One Free Year of SiriusXM Select Service** If you made more than one service visit to an authorized Honda dealership for Infotainment System issues not resolved during the initial warranty service visit and the subsequent visit did not occur as a result of a recall or product update on or before [insert Notice Date], you may be eligible to receive, depending on the trim of your vehicle, either two (2) free years of HondaLink Security Service (Elite and Touring trim vehicles) or one (1) free year of SiriusXM Select service (EX and EX-L trim vehicles). You must file a Claim Form to receive Benefit 1. If you have documents showing your visit(s) to the dealer (such as repair invoices or other evidence) or can obtain them from the dealer, you should also submit those documents.

**Benefit 2: Costs of Recharging Vehicle's Battery** If you paid to recharge your Vehicle's battery because the Vehicle's Infotainment System would not turn off, and you have proof of the expenses you incurred, you should file a Claim Form for Benefit 2. To be valid, your claim must include documentation of the condition and the expense.

**Benefit 3: Transportation Cost Reimbursement** If you returned your Vehicle to an authorized dealership to obtain a repair for Infotainment System issues on two or more occasions, and you incurred rental car, taxicab, or other ride-sharing service charges while your Vehicle was being serviced for those issues, you should file a Claim Form for Benefit 3. To be valid, your claim must include documentation of the visits and the expense.

**Benefit 4: Costs for Post Warranty Infotainment System Repairs** If you incurred out-of-pocket repair expenses for Infotainment System Symptoms because your Vehicle's original New Vehicle Limited Warranty term (3 years/36,000 miles) expired prior to the date that the Settlement's Extended Warranty took effect (adding 2 years/24,000 miles to the original warranty), you should file a Claim Form for Benefit 4. The Extended Warranty covers Infotainment System Symptoms, which refers to the 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 (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). The Extended Warranty is subject to the same terms and conditions as the original NVLW issued at the original point of sale or lease of each Settlement Class Vehicle. To be valid, your claim must include documentation of the covered warranty repairs and the expense.

**2. Compensation for Certain 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.

"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 Conti 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 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 Conti 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 Conti 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 Conti et al – Infotainment System Class Action Settlement Agreement, any state and/or federal law or regulation, or due to the behavior of a party.