



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S ARBITRATION PROGRAM
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
FATH - OIL DILUTION CLASS ACTION SETTLEMENT
(*Fath et al v American Honda Motor Co., Inc., Case No. 18-cv-01549-NEB-LIB (D. Minn.)*)**

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 oil dilution on the following Honda vehicles:

2017 - 2018 Honda CR-Vs equipped with a 1.5 liter turbocharged engine; and
2016 - 2018 Honda Civics equipped with a 1.5 liter turbocharged engine

Eligible Class Members: All current or former owner or lessee of one of the Honda class vehicles purchased or leased in the United States, Puerto Rico, or any of the United States Territories.

Eligible Reimbursements: Towing Expenses, excessive Oil Change Expenses for CEL indicator (>5,000 miles), and Past Diagnostic Costs for MIL (Max \$250) prior to March 13, 2020.

Eligible Repairs Under Warranty: 1) Powertrain Limited Warranty is being extended to cover the oil dilution condition repairs up to 6 years/without mileage limitation; 2) PUD will be offered for Cold Weather States (AK, CT, IL, IN, ME, MA, MI, MN, MT, NB, NH, NJ, ND, NY, OH, PA, RI, SD, VT, WI).

You can get more information regarding the particulars of the class action at: www.oildilutionsettlement.com.

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 Claimant 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 oil dilution issues 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 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 Fath 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 Fath 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 - Fath 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 - Fath Class Action Settlement Rules and set forth in the Fath - 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 Fath Class Action
- Why you believe the problems with the vehicle fall under the Fath Class Action
- 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.



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S
ARBITRATION PROGRAM RULES
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
FATH - OIL DILUTION CLASS ACTION SETTLEMENT
(*Fath et al v American Honda Motor Co., Inc., Case No. 18-cv-01549-NEB-LIB (D. Minn.)*)**

1. DEFINITIONS:

The following key terms are defined as they are applicable to the Fath - Oil Dilution 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 ***Fath et al v American Honda Motor Co., Inc., Case No. 18-cv-01549-NEB-LIB (D. Minn.)***.

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

"Class" or "Class Member" refers to all current or former owner or lessee of one of the Honda Class Vehicles purchased or leased in the United States, Puerto Rico, or any of the United States Territories.

"Class Vehicles" refer to the following:

2017 - 2018 Honda CR-V equipped with "Earth Dreams" 1.5L direct injection engines
2016 - 2018 Honda Civics equipped with "Earth Dreams" 1.5L direct injection engines

"Eligible Reimbursements" applies to towing expenses, excessive oil change expenses for CEL indicator (>5,000) miles, and past diagnostic costs for MIL (Max \$250) prior to March 13, 2020.

"Eligible Repairs Under Warranty" only apply to: 1) Powertrain limited warranty being extended to cover the oil dilution condition repairs up to 6 years/without mileage limitation; 2) PUD will be offered for cold weather states (AK, CT, IL, IN, ME, MA, MI, MN, MT, NB, NH, NJ, ND, NY, OH, PA, RI, SD, VT, WI).

"NCDS" is the National Center for Dispute Settlement, LLC, a neutral independent administrative agency that administers certain aspects of the Fath - Oil Dilution 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 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 towing expenses, excessive oil change expenses for CEL indicator (>5,000 miles) and past diagnostic costs for MIL (Max \$250) prior to March 13, 2020.

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 Fath - Class Action Settlement and these Rules.

The remedies sought by each party must be the stated remedies available under the terms and conditions of Fath - Class Action Settlement and these Rules. Remedies not specified in the Fath - 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:

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.

5. 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.

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 Arbitrator and/or NCDS.

7. 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.

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 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.

10. 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.

11. 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 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'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 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's decision, a copy of the post decision settlement agreement should be provided to modify and/or supersede the previously issued Arbitrator's decision.

12. 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.

13. 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.

14. 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 Class Action Settlement Agreement, any state and/or federal law or regulation, or due to the behavior of a party.