



**NATIONAL CENTER FOR DISPUTE SETTLEMENT'S ARBITRATION PROGRAM
FOR
CLASS ACTION SETTLEMENT ADMINISTRATOR (hereinafter referred to as "SA")
JANET CASE – TRANSMISSION CLASS ACTION SETTLEMENT
(Janet Case *et al v American Honda Motor Co., Inc.*, Case No. BC 424169,
Superior Court of the State of California for the County of Los Angeles)**

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 transmissions on the following Honda vehicles:

- (1) Acura 3.2 CL Type S with VIN range 19UYA42XX3A005204-016337
- (2) Acura 3.2 TL Type S with VIN range 19UUA5XX3A019062-093971
- (3) 2001 – 2002 Acura MDX
- (4) 2003 – 2004 Honda Accord V6
- (5) 2002 – 2004 Honda Odyssey
- (6) 2003 – 2004 Honda Pilot

Eligible Class Members: All Original Owners as of December 7, 2015 who are outside the W/E parameters, but within the eligible reimbursement period and incurred out-of-pocket costs for repairs.

Eligible Remedy: Each Settlement Class Member who does not validly opt out of the Settlement will receive either (a) Reimbursement or (b) a Credit.

- A. A "Claim for Reimbursement" for parts (whether purchased from Honda or a third party) by a Settlement Class Member purchased for a Transmission Replacement prior to the Settlement Class Vehicle reaching 93 months or 109,000 miles (whichever comes first) from original sale (subject to the terms described in Section 5.3) may be made by providing the Claim for Reimbursement Information in accordance with the Reimbursement Instructions. Per the Settlement Agreement, entitlement to reimbursement for a transmission replacement expires if either months or miles is surpassed as noted above.
 - I. "Reimbursement Deadline" shall be ninety (90) days after the Notice Deadline and means the last date for Settlement Class Members to submit Claims for Reimbursement.

- II. For Settlement Class Members who seek reimbursement for a Transmission Replacement performed by an authorized Honda or Acura dealership, the Proof of Replacement documentation must include proof of a Transmission Replacement and show the cost of the Transmission Replacement, but need not include proof of payment.
 - i. If, however, Honda investigates the claim and determines the repair was not paid for by the Settlement Class Member, or someone acting on the Settlement Class Member's behalf who is not an insurance-based entity or third-party warrantor, Honda reserves the right to reject the Claim for Reimbursement.
- III. "Reimbursement" means reimbursement for all actual out of pocket payments for parts (whether purchased from Honda or a third party), but not labor, by a Settlement Class Member for a Transmission Replacement subject to the terms described in Section 5.3.
- IV. "Payment Deadline" shall be forty-five (45) days after the Effective Date and means the deadline for Honda to send checks for Reimbursement
- V. "Proof of Replacement" means a repair order, invoice, receipt, or similar documentation memorializing that the Settlement Class Vehicle had a Transmission Replacement for which the Settlement Class Member, or someone acting on the Settlement Class Member's behalf who is not an insurance-based entity or third-party warrantor, paid out of pocket for Transmission Parts.
 - i. In the event that the documentation submitted by the Settlement Class Member shows a single payment for a Transmission Replacement without separating parts and labor, Honda shall use the amount it charges Honda dealers for the Transmission Part in question to determine the amount apportionable to parts.
- B. A "Credit" means a \$25 Credit good toward purchase of genuine Honda Parts for a Settlement Class Vehicle subject to the terms described in Section 5.4.
 - I. Settlement Class Members who choose not to, or fail to, submit a Claim for Reimbursement, whose Claim for Reimbursement is rejected in whole by Honda in accordance with the procedures set forth above, or who is otherwise ineligible to receive Reimbursement pursuant to the terms set forth herein, will automatically receive a Credit. Settlement Class Members who choose the Credit over submitting a Claim for Reimbursement need not do anything to be entitled to the Credit; Honda will automatically mail a Credit to these Settlement Class Members. By the Credit Deadline, Honda will send a Credit by email to those Settlement Class Members for whom Honda has a valid email address and by mail for those Settlement Class Members for whom Honda does not have a valid email address.

Claim for Reimbursement Process

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

- a. Requirements: Settlement Class Members who wish to receive Reimbursement must submit a Claim for Reimbursement to Honda 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 Replacement.

- Honda 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 a completed Claim for Reimbursement, which will be available to view, download, and/or print from the Settlement Website, and any supporting documentation to Honda by the Reimbursement Deadline. The postmark date shall be the submission date.
 - b. 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. Honda's Preliminary Determination of Insufficiency: Within forty-five (45) days following the submission of a Claim for Reimbursement or Proof of Replacement that Honda reasonably believes to be insufficiently corroborated, invalid, illegitimate, and/or fraudulent in terms of the right to receive Reimbursement or the amount of Reimbursement requested, Honda shall send the Settlement Class Member a Notice of Insufficiency. Honda will send the Notice of Insufficiency by email to those Settlement Class Members for whom Honda has a valid email address and by mail for those Settlement Class Members for whom Honda does not have a valid email address. The failure of Honda to timely send a Notice of Insufficiency shall constitute a waiver of Honda's ability to challenge the adequacy or sufficiency, in terms of the existence or amount requested, of that Claim for Reimbursement, provided, however, that it will not constitute a waiver under this provision if Honda sends a timely Notice of Insufficiency by mail when said notice should have been sent by email.
 - ii. Settlement Class Member's Right To Supplement or Challenge: Settlement Class Members shall have twenty (20) days from the date of the Notice of Insufficiency to either: (a) submit the information or documentation requested by Honda in the Notice of Insufficiency; or (b) to notify Honda and Class Counsel in writing of the reasons why the information and documentation originally submitted is sufficient and valid. A Settlement Class Member's failure to timely perform either (a) or (b) shall constitute a waiver of his or her right to challenge Honda's determination that the Claim for Reimbursement or Proof of Replacement is insufficient and shall result in the Settlement Class Member either not receiving the full amount of the Reimbursement requested or receiving a Credit in accordance with Section 5.4 of this Agreement.
 - iii. Honda Must Either Accept or Reject: Within thirty (30) days following the submission of the Settlement Class Member's response as set forth in Section V.5.3.b.ii of this Agreement, Honda must notify the Settlement Class Member and Class Counsel in writing of its decision to accept or reject, in whole or in part, the Claim for Reimbursement. Any rejection, in whole or in part, of a Claim for Reimbursement shall be accompanied with an explanation of the basis for the rejection.
 - iv. Appeal: If a Settlement Class Member wishes to appeal Honda's rejection of their Claim for Reimbursement, the Settlement Class Member can submit their appeal to the National Center for Dispute Settlement ("NCDS"). A Settlement Class Member's time to submit their appeal of Honda's rejection of their Claim for Reimbursement shall expire forty-five (45) days after receiving the correspondence from Honda explaining the basis for the rejection. If a Settlement Class Member submits an appeal of Honda's rejection of their Claim for Reimbursement to the NCDS, the NCDS's decision is final and binding on the parties. Class Counsel has no obligation to represent any Settlement Class Member in his or her appeal to the NCDS if the Settlement Class Member has failed to comply with any

of the timing provisions set forth herein or if Class Counsel believes the appeal to be unmeritorious.

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 **forty-five (45) 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 Janet Case et al v American Honda Motor Co., Inc. Transmission 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 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 Case et al Transmission 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 Case et al Transmission 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 – Case Transmission 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 – Case Transmission Class Action Settlement Rules and set forth in the Case Transmission 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 Janet Case - Transmission Class Action Settlement

- Why you believe the problems with the vehicle fall under the Janet Case - Transmission 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.