

1 STEVE W. BERMAN (*pro hac vice*)
SEAN R. MATT (*pro hac vice*)
2 HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
3 Seattle, Washington 98101
4 Telephone: (206) 623-7292
5 Facsimile: (206) 623-0594
6 *steve@hbsslaw.com*
sean@hbsslaw.com

7 CHRISTOPHER R. PITOUN (SBN 290235)
HAGENS BERMAN SOBOL SHAPIRO LLP
8 301 North Lake Avenue, Suite 920
9 Pasadena, California 91101
10 Telephone: (213) 330-7150
11 Facsimile: (213) 330-7152
christopherp@hbsslaw.com

12 *Counsel for Plaintiffs and the Class*

13 [Additional Counsel Listed on Signature Page]

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

18 JIMMY BANH, *et al.*, on behalf of
19 themselves and all others similarly
20 situated,

21 Plaintiffs,

22 vs.

23 AMERICAN HONDA MOTOR CO.,
24 INC., a California corporation,

25 Defendants.
26

Case Number: 2:19-cv-5984-RGK (ASx)

[*The Honorable R. Gary Klausner*]

**RENEWED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
DIRECTION OF NOTICE UNDER
FED. R. CIV. P. 23(e)**

Hearing Date: May 24, 2021
Time: 9:00 a.m.

1
2 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
3 **RECORD:**

4 **PLEASE TAKE NOTICE** that on May 24, 2021, at 9:00 a.m., or as soon thereafter
5 as the matter can be heard, in Courtroom of the Hon. R. Gary Klausner, located at the
6 Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA
7 90012, Courtroom 850, 8th Floor, Plaintiffs Roberta Bilbrey, Jimmy Banh, Mark Peoples,
8 Jamal Samaha, George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave
9 Jahsman, John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Srikarthik
10 Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton (“Plaintiffs”) on
11 behalf of themselves all others similarly situated, will, and hereby do, move this Court to:

- 12 1. Preliminarily approve the settlement described in the Settlement Agreement,
13 attached as Exhibit 1 to the Declaration of Sean R. Matt in Support of Plaintiffs’ Renewed
14 Motion for Preliminary Approval of Class Settlement;
- 15 2. Conditionally certify the Settlement Class;
- 16 3. Appoint the named Plaintiffs as Settlement Class Representatives;
- 17 4. Appoint the undersigned counsel as Settlement Class Counsel;
- 18 5. Approve distribution of the proposed Notice of Class Action Settlement to the
19 Settlement Class;
- 20 6. Appoint American Honda Motor, Inc. as the Settlement Administrator; and
- 21 7. Set a hearing date and briefing schedule for Final Settlement Approval and
22 Plaintiffs’ motion for fees and expenses.

23 This Renewed Motion is based upon: (1) this Notice of Motion and Renewed Motion
24 for Preliminary Approval of Class Action Settlement and Class Notice; (2) the
25 Memorandum of Points and Authorities in Support of Renewed Motion for Preliminary
26 Approval of Class Action Settlement and Class Notice; (3) the Declaration of Sean R. Matt;
27 (4) the Settlement Agreement; (5) the Declaration of Mediator Hon. Dickran M. Tevrizian
28 (Ret.) in Support of Motion for Preliminary Approval of Class Settlement; (6) the records,

1 pleadings, and papers filed in this action; and (7) such other documentary and oral evidence
2 or argument as may be presented to the Court at or prior to the hearing of this Motion.

3
4 Dated: April 23, 2021

HAGENS BERMAN SOBOL SHAPIRO LLP

5 By: /s/ Sean R. Matt

6 Steve W. Berman (*pro hac vice*)

7 Sean R. Matt (*pro hac vice*)

HAGENS BERMAN SOBOL SHAPIRO LLP

1301 Second Avenue, Suite 2000

Seattle, Washington 98101

Telephone: (206) 623-7292

Facsimile: (206) 623-0594

8 *steve@hbsslaw.com*

9 *sean@hbsslaw.com*

10
11
12 Christopher R. Pitoun (SBN 290235)

301 North Lake Avenue, Suite 920

Pasadena, California 91101

Telephone: (213) 330-7150

Facsimile: (213) 330-7152

15 *christopherp@hbsslaw.com*

16 Jeffrey S. Goldenberg (*pro hac vice*)

17 Todd Naylor (*pro hac vice*)

GOLDENBERG SCHNEIDER, LPA

4445 Lake Forest Drive, Suite 490

Cincinnati, Ohio 45242

Telephone: (513) 345-8291

Facsimile: (513) 345-8294

20 *jgoldenberg@gs-legal.com*

21 *tnaylor@gs-legal.com*

TABLE OF CONTENTS

		PAGE
1		
2		
3	I. RESPONSE TO THE COURT’S APRIL 9, 2021 ORDER.....	1
4	II. INTRODUCTION	2
5	III. CASE HISTORY	3
6	IV. TERMS OF THE SETTLEMENT	5
7	V. RELEVANT LEGAL STANDARDS	8
8		
9	VI. THE PROPOSED SETTLEMENT MERITS PRELIMINARY	
10	APPROVAL	10
11	A. Class representatives and Class Counsel have zealously	
12	represented the Class.	10
13	B. The Proposed Settlement is the product of good faith, informed,	
14	and arm’s-length negotiations, and it is fair.....	11
15	C. The Proposed Settlement provides significant benefits in	
16	exchange for the compromise of claims.....	11
17	D. The Proposed Settlement mitigates the risks, expenses, and	
18	delays the Class would bear with continued litigation.....	12
19	1. The Proposed Settlement allows Class members to easily	
20	obtain relief.	13
21	2. Counsel will seek reasonable attorneys’ fees and costs,	
22	which will be paid separately by AHM and not dilute any	
23	recovery to Class members.	13
24	E. The Proposed Settlement treats all Class members equitably	
25	relative to one another.	14
26	VII. CERTIFICATION IS APPROPRIATE FOR SETTLEMENT	
27	PURPOSES.....	14
28	A. The Settlement Class meets the requirements of Rule 23(a).	14
	1. The Settlement Class is sufficiently numerous.....	14

1 2. There are common questions of law and fact. 15

2 3. Plaintiffs’ claims are typical of the Settlement Class

3 members’ claims. 15

4 4. Plaintiffs and Class Counsel have protected, and will

5 continue to protect, the interests of the Settlement Class. 16

6 B. The Settlement Class meets the requirements of Rule 23(b)(3).- 17

7 1. Common issues of law and fact predominate. 17

8 2. Class treatment is superior to other available methods for

9 the resolution of this case..... 18

10 VIII. THE PROPOSED NOTICE PROGRAM IS ADEQUATE 18

11 IX. CONCLUSION..... 20

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

TABLE OF AUTHORITIES

Page(s)

CASES

1

2

3

4 *Adab v. U.S. Citizenship & Immigr. Servs.*,

5 2015 WL 1467180 (C.D. Cal. Mar. 23, 2015)..... 2

6 *Amchem Prods. v. Windsor*,

7 521 U.S. 591 (1997).....2, 14, 17, 18

8 *Barbosa v. Cargill Meat Solutions Corp.*,

9 297 F.R.D. 431 (E.D. Cal. 2013) 12

10 *Bernadette Pauley v. Cf Ent.*,

11 2020 WL 5809955 (C.D. Cal. Mar. 13, 2020)..... 1

12 *Byrne v. Santa Barbara Hosp. Serv., Inc.*,

13 2017 WL 5035366 (C.D. Cal. Oct. 30, 2017) 11

14 *Carriuolo v. Gen. Motors Co.*,

15 823 F.3d 977 (11th Cir. 2016) 18

16 *Cervantes v. IHG Mgmt. Maryland LLC*,

17 2019 WL 2970834 (C.D. Cal. Apr. 30, 2019) 1

18 *Chamberlan v. Ford Motor Co.*,

19 223 F.R.D. 524 (N.D. Cal. 2004), *petition denied*, 402 F.3d 952 (9th Cir.

20 2005) 18

21 *Chicago Male Med. Clinic, LLC v. Ultimate Mgmt. Inc.*,

22 2014 WL 12884117 (C.D. Cal. July 11, 2014)..... 2

23 *Churchill Vill., L.L.C., v. GE*,

24 361 F.3d 566 (9th Cir. 2004) 19

25 *Class Plaintiffs v. City of Seattle*,

26 955 F.2d 1268 (9th Cir. 1992) 9

27 *Cohen v. Trump*,

28 303 F.R.D. 376 (S.D. Cal. 2014) 15

Evon v. Law Offices of Sidney Mickell,

688 F.3d 1015 (9th Cir. 2012) 16

1 *Glover v. City of Laguna Beach*,
 2 2018 WL 6131601 (C.D. Cal. July 18, 2018)..... 9

3 *Hanlon v. Chrysler Corp.*,
 4 150 F.3d 1011 (9th Cir. 1998)9, 12, 17, 18

5 *Jimenez v. Allstate Ins. Co.*,
 6 765 F.3d 1161 (9th Cir. 2014) 15

7 *Keegan v. Am. Honda Motor Co.*,
 8 284 F.R.D. 504 (C.D. Cal. 2012)..... 18

9 *Lane v. Facebook, Inc.*,
 696 F.3d 811 (9th Cir. 2012) 9

10 *Loritz v. Exide Tech.*,
 11 2015 WL 6790247 (C.D. Cal. July 21, 2015)..... 16

12 *Lou v. Belzberg*,
 13 834 F.2d 730 (9th Cir.1987) 2

14 *In re Mego Fin. Corp. Sec. Litig.*,
 15 213 F.3d 454 (9th Cir. 2000) 11

16 *Mullane v. Central Hanover Bank & Trust Co.*,
 17 339 U.S. 306 (1950)..... 19

18 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*,
 221 F.R.D. 523 (C.D. Cal. 2004)..... 10, 12

19 *Nobles v. MBNA Corp.*,
 20 2009 WL 1854965 (N.D. Cal. June 29, 2009)..... 12

21 *Officers for Justice v. Civil Service Comm’n*,
 22 688 F.2d 615 (9th Cir. 1982)9, 10

23 *In re Omnivision Tech., Inc.*,
 24 559 F. Supp. 2d 1036 (N.D. Cal. 2007)..... 13

25 *Palmer v. Stassinis*,
 26 233 F.R.D. 546 (N.D. Cal. 2006)..... 15

27 *Parkinson v. Hyundai Motor Am.*,
 28 258 F.R.D. 580 (C.D. Cal. 2008)..... 18

1 *Parsons v. Ryan*,
 2 754 F.3d 657 (9th Cir. 2014) 15, 16
 3 *Radcliffe v. Experian Info. Sols., Inc.*,
 4 715 F.3d 1157 (9th Cir. 2013) 16
 5 *Rodriguez v. Hayes*,
 6 591 F.3d 1105 (9th Cir. 2010) 15, 16
 7 *Rodriguez v. W. Publ’g Corp.*,
 8 563 F.3d 948 (9th Cir. 2009) 14
 9 *Rosales v. El Rancho Farms*,
 10 2015 WL 4460918 (E.D. Cal. July 21, 2015)..... 11, 12
 11 *Rosen v. J.M. Auto Inc.*,
 12 270 F.R.D. 675 (S.D. Fla. 2009)..... 18
 13 *Slaven v. BP Am., Inc.*,
 14 190 F.R.D. 649 (C.D. Cal. 2000)..... 15
 15 *Stockwell v. City & Cty. of San Francisco*,
 16 749 F.3d 1107 (9th Cir. 2014) 15
 17 *Tyson Foods, Inc. v. Bouaphakeo*,
 18 136 S. Ct. 1036 (2016)..... 17, 18
 19 *United States v. Houser*,
 20 804 F.2d 565 (9th Cir. 1986) 2
 21 *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, & Prods.*
 22 *Liab. Litig.*,
 23 2016 WL 6248426 (N.D. Cal. Oct. 25, 2016) 14
 24 *Wal-Mart Stores, Inc. v. Dukes*,
 25 564 U.S. 338 (2011)..... 15
 26 *Wolin v. Jaguar Land Rover N. Am., LLC*,
 27 617 F.3d 1168 (9th Cir. 2010) 16, 18

STATUTES & RULES

28 28 U.S.C. § 1715 19
 29 Fed. R. Civ. P. 23 *passim*

OTHER AUTHORITIES

1

2 Herbert B. Newberg & Alba Conte, NEWBERG ON CLASS ACTIONS §13:1

3 (5th ed.)..... 9

4 MANUAL FOR COMPLEX LITIGATION (FOURTH) (2004)..... 8, 14

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **I. RESPONSE TO THE COURT’S APRIL 9, 2021 ORDER**

2 On April 9, 2021, the Court denied without prejudice Plaintiffs’ Motion for
3 Preliminary Approval because “the scope of the release in the settlement agreement [wa]s
4 overly broad.” Dkt. 193 (the “Order”). The Court focused on Paragraph 1.26 of the
5 Settlement Agreement, which defined “Released Claims” as “any claims the class members
6 had or could have had with respect to ‘any conduct, act, omissions, facts ... relating to or
7 arising out of the Infotainment System[,] ... as asserted or as could have been asserted,”
8 and found that this language “impermissibly releases claims beyond the factual predicate
9 of the operative complaint.” *Id.* The Court noted that it could not approve the settlement
10 “until the scope of the release is narrowed to apply to claims based on the same factual
11 predicate asserted in the operative complaint.” *Id.*

12 The Parties have agreed to narrow and revise the definition of “Released Claims” as
13 follows: “Released Claims” means any claims the class members had or could have had
14 with respect to “any conduct, act, omissions, facts ... related to or arising out of the
15 Infotainment Systems[,] ... as asserted, or as could have been asserted in the Litigation or
16 any other proceedings, and *that are based on the same factual predicate asserted in the*
17 *Second Amended Complaint* (the operative complaint) filed in the Litigation...”
18 (Emphasis added). The Amended Settlement Agreement is attached as Exhibit 1 to the
19 Declaration of Sean R. Matt in Support of Plaintiffs’ Renewed Motion for Preliminary
20 Approval filed concurrently herewith (“Matt Decl”). The scope of the release satisfies
21 Ninth Circuit precedent and is similar to releases previously approved by this Court. *See*
22 *Bernadette Pauley v. CfEnt.*, 2020 WL 5809955, at *9 (C.D. Cal. Mar. 13, 2020); *Cervantes*
23 *v. IHG Mgmt. Maryland LLC*, 2019 WL 2970834, at *5-6 (C.D. Cal. Apr. 30, 2019).

24 The Order requested Plaintiffs to address whether the Court has jurisdiction to
25 appoint three non-California Plaintiffs as class representatives (Bilbrey, M. Klein, and
26 Gonzales), given the Court’s July 28, 2020 Order on Class Certification finding that their
27 claims should be severed and transferred to their states of residence (Arizona, Oregon, and
28 Utah, respectively). Dkt. 193. Review of the dockets for the Arizona, Oregon, and Utah

1 District Courts reveals that the cases were never docketed in these jurisdictions. Therefore,
2 this Court was not divested of jurisdiction over these Plaintiffs. *See Lou v. Belzberg*, 834
3 F.2d 730, 733 (9th Cir.1987) (holding that transfer becomes effective, thereby terminating
4 court’s jurisdiction, when papers are docketed with the transferee court); *Adab v. U.S.*
5 *Citizenship & Immigr. Servs.*, 2015 WL 1467180, at *4 (C.D. Cal. Mar. 23, 2015) (citing
6 *Lou*, 834 F.2d at 733) (same). Because the Bilbrey, M. Klein, and Gonzales cases were
7 never docketed in a transferee court, this Court retains jurisdiction and may appoint them
8 as class representatives, as appropriate.¹

9 II. INTRODUCTION

10 Plaintiffs and Defendant American Honda Motor Company, Inc. (“AHM”) have
11 reached a proposed settlement (the “Proposed Settlement”) to resolve class allegations
12 regarding an alleged defect in the “Infotainment System” contained in 2019-2020 Acura
13 RDX vehicles (“Settlement Class Vehicles”). This Settlement is the result of prolonged
14 arm’s length negotiations during numerous mediation sessions between February 2020 and
15 September 2020 with the Honorable Dickran M. Tevrizian (ret.). Since Plaintiffs filed this
16 case and a related lawsuit involving similar technology in Honda cars (*Leslie Conti v.*
17 *American Honda Motor Co. Inc.*, Case No. 2:19-cv-02160-CJC-GJS (C.D. Cal.)), Honda
18 has worked to address the problems Plaintiffs identified. Between this case and *Conti*,
19 AHM has issued three recalls and four Service Bulletins relating to the Infotainment
20 Systems at issue, in addition to numerous software updates that are wirelessly delivered to
21 the Settlement Class Vehicles (referred to “Over-the-Air” updates) and also available for
22 installation at dealerships.

23
24 ¹ In any event, and even though Plaintiffs do not believe that the Court needs to revisit
25 its prior ruling regarding transfer, “[a]ll rulings of a trial court are subject to revision at any
26 time before the entry of judgment.” *United States v. Houser*, 804 F.2d 565, 567 (9th Cir.
27 1986); *see also Chicago Male Med. Clinic, LLC v. Ultimate Mgmt. Inc.*, 2014 WL
28 12884117, at *3 (C.D. Cal. July 11, 2014) (recognizing “there may be situations under
which it would be appropriate for this Court to revisit the transfer order”). Given the
proposed settlement, the Court’s prior concerns about the manageability of adjudicating the
claims of non-California Plaintiffs are eliminated. *See Amchem Prods. v. Windsor*, 521
U.S. 591, 620 (1997).

1 The Proposed Settlement builds upon this work and provides substantial relief to the
2 Class. It provides for an independent engineering expert to validate the efficacy of the
3 countermeasures that AHM has developed; facilitates the implementation of these
4 countermeasures in the field; provides a two-year/24,000 mile warranty extension covering
5 these issues; obligates AHM to work in good faith to continue to improve Infotainment
6 System performance at least through the extended warranty period; creates a Dealership
7 Assistance and Assessment Program (the “DAAP”) that will direct AHM’s authorized
8 dealerships to undergo additional training and implement additional service strategies;
9 creates the Infotainment System Online Resource to, *inter alia*, inform Settlement Class
10 Members about the countermeasures now available and the symptoms they are designed to
11 address and permit Settlement Class Members to report directly to AHM any new
12 Infotainment System symptoms or problems they may experience; provides a mechanism
13 to compensate qualifying Settlement Class Members for the inconvenience and hassle they
14 may have experienced because of relevant Infotainment System problems, including two
15 free years of AcuraLink Security Service (valued at \$89 per year); and provides a
16 mechanism for qualifying Settlement Class Members to receive full reimbursement for
17 eligible out-of-pocket expenses. Further, the Proposed Settlement provides a mechanism
18 for AHM to separately pay reasonable attorneys’ fees and costs and Plaintiff service awards
19 so that these payments will not dilute any of the benefits available to the Class.

20 As described in detail below, the Proposed Settlement is fair, adequate and reasonable
21 and provides direct and significant benefits to the Settlement Class, while avoiding the risks
22 and delay associated with further litigation. Accordingly, Plaintiffs request that the Court
23 grant this motion for preliminary approval, approve the form and manner of notice to the
24 Settlement Class, and set the Final Approval Hearing.

25 III. CASE HISTORY

26 The 2019-2020 Acura RDX Settlement Class Vehicles are equipped with an
27 “Infotainment System” containing eight individual components and different software
28

1 programs that run them all.² The Display has a screen by which one can operate the audio
2 system, the GPS navigation technology, the backup camera, and enable mobile telephony.

3 Plaintiffs allege that the Settlement Class Vehicle Infotainment Systems suffered
4 from software and hardware defects that caused the systems to freeze, crash, fail to boot up,
5 fail to shut down, or suffer intermittent failures to connect to peripheral devices such as
6 phones. *See* Plaintiffs' Corrected Second Amended Complaint, Dkt. 066-1 ("SAC").
7 Plaintiffs initiated this action on July 11, 2019, contending that AHM should have
8 disclosed the defects prior to sale or remedied the defects under warranty within a
9 reasonable period of time after sale. Plaintiffs brought claims for violation of relevant state
10 consumer protection acts and for breach of express and implied warranties. On October 18,
11 2019, AHM moved to dismiss Plaintiffs' First Amended Class Action Complaint. On
12 December 17, 2019, the Court granted the motion in part and denied it in part (Dkt. No.
13 60), after which Plaintiffs filed the SAC on January 14, 2020. AHM answered the
14 SAC, denying all material allegations and interposing affirmative defenses.

15 Shortly thereafter, the Parties began extensive discovery, during which AHM and
16 its related entities produced more than 20,000 pages of documents, comprised of, among
17 other things, email correspondence, company procedures, corporate documentation, and
18 class member information. Plaintiffs issued subpoenas to AHM corporate affiliates Honda
19 R&D Americas, Inc. and Honda of America Manufacturing, Inc., and to companies that
20 supplied parts or technology used in the Infotainment Systems. *Matt Decl.*, ¶ 4. Class
21 Counsel took the depositions of relevant AHM employees and those of its related
22 companies, including multiple 30(b)(6) depositions. Plaintiffs engaged a liability expert
23 (engineer Steve Loudon) and damage experts (marketing expert Steve Gaskin and
24 economist Colin Weir), each of whom issued a report and had their depositions taken.
25 Plaintiffs also analyzed the expert reports of two experts retained by AHM and took their
26

27 ² The Infotainment System is comprised of the Vehicle Bus, the Head Unit, the
28 Amplifier, the Rearview Camera, the Rear Entertainment Unit (where applicable), the
Tuner Unit, the Display, the Touchpad Interface, and the different software programs to run
each of the foregoing).

1 depositions. *Id.* Plaintiffs themselves produced extensive information, including over
2 3,000 pages of documents, and prepared for depositions. Several Plaintiffs sat for
3 depositions. *Id.* Fact and expert discovery concluded before the Parties agreed to settle.

4 The Court granted in part and denied in part Plaintiffs’ April 9, 2020 Motion for Class
5 Certification. The Court’s July 28, 2020 Order appointed one Named Plaintiff (Jimmy
6 Banh) as the class representative of the following certified Class: “All persons or entities
7 who purchased a new Class Car [*i.e.*, a new 2019 or 2020 Acura RDX vehicle] from an
8 authorized Acura dealer in California.” The Order severed the claims of the remaining non-
9 California Plaintiffs and proposed to transfer them to their home states. Dkt. 154.

10 On May 4, 2020, AHM filed a Motion to Compel Arbitration, which motion was
11 granted in part and denied in part. Matt Decl., ¶ 7. Also, on May 4, 2020, AHM filed
12 Motions to Strike the Declarations of Plaintiffs’ experts Steve Loudon, Colin B. Weir and
13 Steven P. Gaskin, which the Court denied. On August 11, 2020, AHM filed a Rule 23(f)
14 Petition for Leave to Appeal with the Ninth Circuit Court of Appeals, which remains
15 pending but has been stayed so that the Court can evaluate the Proposed Settlement.

16 On February 25, March 24, September 3, and October 1, 2020, the Parties
17 conducted formal private mediation sessions with the Honorable Dickran M. Tevrizian
18 (ret.), and several additional informal mediation sessions were held with Judge Tevrizian.
19 While only limited progress was made in the February and March sessions, mediation
20 efforts intensified after the Court issued its orders on the salient motions to certify a class,
21 exclude witnesses, and compel arbitration. The mediation process was successful, and the
22 Parties signed a Memorandum of Understanding in October and, later, a Settlement
23 Agreement. *See* Declaration of Mediator Hon. Dickran M. Tevrizian (Ret.) in Support of
24 Motion for Preliminary Approval of Class Settlement (“Tevrizian Decl.”), attached as
25 Exhibit 2 to the Matt Declaration.

26 **IV. TERMS OF THE SETTLEMENT**

27 The Settlement Class generally includes all current owners and lessees of the
28 Settlement Class Vehicles who reside in, and who purchased or leased their vehicles (other

1 than for purposes of resale or distribution) in the United States, Puerto Rico, and all United
2 States territories, as well as former owners and lessees of Settlement Class Vehicles who
3 submit a Claim. AHM will pay for and provide Class Notice by first class mail (and
4 electronic mail to Settlement Class Members, where possible). Agreement, ¶¶ 4.1-4.12.

5 The major Settlement benefits are as follows:

6 1. *Independent Review of Countermeasures.* The Parties retained an independent
7 engineering expert to validate that the countermeasures that AHM implemented are robust
8 and appropriately address the Infotainment System problems at issue. Agreement, ¶ 7.6.

9 2. *Extended Warranty.* AHM will extend the Settlement Class Vehicles' Limited
10 Warranty to cover qualified Infotainment System repairs. The extension will add an
11 additional two (2) years or 24,000 miles to the original four (4) years or 50,000 miles
12 Limited Warranty (thereby providing warranty coverage for covered repairs for six (6) years
13 or 74,000 miles from the original purchase or lease date). Agreement, ¶¶ 3.8-3.15.

14 3. *Ongoing Software Updates.* AHM will, in good faith, support the Settlement
15 Class Vehicles by continuing to research, develop, and offer software updates to address
16 identified Infotainment System problems for a period of no less than the Settlement Class
17 Vehicles' Extended Warranty period. Agreement, ¶¶ 3.11.

18 4. *The Dealership Assistance and Assessment Program.* Through the DAAP,
19 AHM will direct its authorized dealerships and their technicians to undergo additional
20 training and implement additional service strategies to resolve problems. Technicians will
21 be trained to make software and/or hardware repairs for known Infotainment System
22 problems even if the specific symptom described by the Settlement Class Member does not
23 manifest at the time of the dealership visit. Agreement, ¶¶ 3.6-3.7. This is notable because
24 Plaintiffs alleged that authorized Acura dealerships were frequently unable to replicate the
25 often-intermittent Infotainment System issues. As a result, the Plaintiffs were often told
26 there was nothing the dealership could do to address the issues. Given the uneven
27 approaches to addressing Infotainment System problems (including Plaintiffs previously
28 being turned away by dealers), the DAAP provides a significant benefit.

1 5. *The Infotainment System Online Resource.* AHM will create, maintain, and
2 update for at least 24 months after the Effective Date an Infotainment System Online
3 Resource that will, among other things (a) include a list of potential Infotainment System-
4 related issues, that, when selected, will open a drop-down menu to offer potential solutions
5 to the problem such as updating the vehicle’s or phone’s software or presenting the vehicle
6 at a dealership for an assessment or repair; (b) provide information related to the
7 Infotainment Systems that Settlement Class Members can review; (c) provide a means by
8 which Settlement Class Members can report to AHM issues or symptoms they believe to
9 be attributable to the Infotainment System; and (d) post relevant recall notices, Service
10 Bulletins, and OTA updates relating to the Infotainment System. Agreement, ¶¶ 3.2-3.5.

11 6. *The Delayed Warranty Repair Service Benefit.* Settlement Class Members
12 who, prior to the Notice Date, made more than one visit to an authorized Acura dealership
13 for Infotainment System issues that were not effectively repaired will be eligible to receive
14 two free years of AcuraLink Security Service, which is a \$178 value (\$89 per year),³
15 provided that the visits appear in AHM’s warranty database and the second visit was not
16 the result of a recall or product update. If a Settlement Class Member already subscribes to
17 AcuraLink Security Service, he or she can tack on service for an additional two years from
18 when their paid-for service expires. Agreement, ¶¶ 3.16-3.17, 3.20-3.22.

19 7. *The Related Warranty Repair Service Benefit.* Settlement Class Members
20 who, on or before the Notice Date of this settlement, made more than one service visit for
21 a single Infotainment System issue not resolved during the initial warranty service visit
22 (provided both service visits appear in AHM’s warranty database and relate to the same
23

24 ³ The AcuraLink Security Service app allows vehicle owners to connect to their vehicle
25 from their smartphone. Some of the features included are “Automatic Collision
26 Notification,” in which a live agent will reach out to check on the driver and request that
27 help be sent in the event of a collision; “Emergency Call Function,” in which a live agent
28 will request that help be sent in the event of an emergency; “Enhanced Roadside
Assistance,” which allows the driver to easily summon towing and repair services using a
button in their vehicle; and “Last Mile Function,” which provides walking directions to the
driver’s final destination when he or she exits the vehicle.
See <https://acuralink.acura.com/#/compatibility?year=2020&model=RDX>.

1 Infotainment System issue and the second visit was not the result of a recall or product
2 update), will be automatically eligible to receive two free years of AcuraLink Security
3 Service, which is a \$178 value (\$89 per year). Those Class Members who qualify will not
4 have to file a claim form to obtain this benefit. Agreement, ¶¶ 3.18-3.22.

5 8. *Compensation for Certain Costs Related to Delayed Warranty Claims.* Claim
6 Forms can be filed seeking reimbursement for (a) qualifying transportation costs incurred
7 if the Settlement Class Member returned a Settlement Class Vehicle more than once to a
8 dealership to obtain a repair for Infotainment Systems Symptoms; and/or (b) qualifying
9 battery recharging costs incurred as a result of a car battery that drained because the
10 Infotainment System did not turn off when it should have. Agreement, ¶¶ 3.2-3.26.

11 9. *Attorneys' Fees and Costs.* AHM will pay Class Counsel's reasonable
12 attorneys' fees and expense reimbursements in an amount consistent with the terms of the
13 Settlement Agreement and as approved by the Court. Agreement, ¶¶ 5.3-5.7. AHM's
14 payment of attorneys' fees and expense reimbursement will not impact or diminish any of
15 the Settlement benefits available to the Class.

16 In exchange for these benefits, all Settlement Class members who do not opt-out of
17 the Settlement Class will be subject to a release of their claims against AHM related to
18 Infotainment Systems and Infotainment System Symptoms, as asserted, or as could have
19 been asserted, in the litigation or any other proceedings. Agreement, ¶¶ 6.1-6.6.

20 V. RELEVANT LEGAL STANDARDS

21 The MANUAL FOR COMPLEX LITIGATION (FOURTH) (2004) (the "*Manual*") describes
22 a three-step procedure for approval of class action settlements: (i) preliminary approval; (ii)
23 dissemination of the notice to class members, providing for an objection period; and (iii) a
24 formal fairness and final settlement approval hearing. *Id.* at §21.63. The preliminary
25 approval stage is an "initial evaluation" of the fairness of the proposed settlement. *Id.* at §
26 21.632. This motion invokes the first two steps of the preliminary approval process.
27 Preliminary approval should be granted "[i]f the proposed settlement 'appears to be the
28 product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does

1 not improperly grant preferential treatment to class representatives or segments of the class,
2 and falls within the range of possible approval.” *Glover v. City of Laguna Beach*, 2018 WL
3 6131601, at *2 (C.D. Cal. July 18, 2018) (quoting *In re Tableware Antitrust Litig.*, 484 F.
4 Supp. 2d 1078, 1079-80 (N.D. Cal. 2007)).⁴

5 Rule 23(e)(2) directs courts to consider a number of factors, including whether: (A)
6 the class representatives and class counsel have adequately represented the class; (B) the
7 proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate,
8 taking into account the costs, risks, and delay, the effectiveness of distributing relief to the
9 class, the terms of any proposed award of attorney’s fees, and any agreement required to be
10 identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative
11 to each other. These factors are not intended “to displace any factor [previously utilized by
12 district courts], but rather to focus the court and the lawyers on the core concerns of
13 procedure and substance that should guide the decision whether to approve the proposal.”
14 Fed. R. Civ. P. 23, 2018 Amendment Notes to Section (e)(2).

15 Similar to the Rule 23(e)(2) factors, the Ninth Circuit considers the following factors
16 in determining whether a settlement is fair, reasonable, and adequate to all concerned: “the
17 strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of further
18 litigation; the risk of maintaining class action status throughout the trial; the amount offered
19 in settlement; the extent of discovery completed and the stage of the proceedings; the
20 experience and views of counsel; the presence of a governmental participant; and the
21 reaction of the class members to the proposed settlement.” *Hanlon*, 150 F.3d at 1026. The
22

23 ⁴ Evaluating fairness is not a trial, and the court does not “reach any ultimate conclusions
24 on the contested issues of fact and law which underlie the merits.” *Officers for Justice v.*
25 *Civil Service Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). Rather, the Court’s “only role”
26 is to ensure that the settlement is “fair, adequate, and free from collusion.” *Lane v.*
27 *Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012), *cert. denied*, 134 S. Ct. 8 (2013) (quoting
28 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). As a matter of “express
public policy,” federal courts favor settlements, particularly in class actions, where the
costs, delays, and risks of continued litigation might otherwise overwhelm any potential
benefit the class could hope to obtain. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268,
1276 (9th Cir. 1992); *see also* Herbert B. Newberg & Alba Conte, *NEWBERG ON CLASS*
ACTIONS (“*Newberg*”) §13:1 (5th ed.).

1 importance any particular factor depends on the nature of the claims, the types of relief
2 sought, “and the unique facts and circumstances presented by each individual case,” and
3 one factor alone may prove determinative. *Officers for Justice*, 688 F.2d at 625; *see also*
4 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004).

5 VI. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL

6 Both the Rule 23(e)(2)(A)-(D) and Ninth Circuit factors for evaluating the fairness
7 of a settlement weigh in favor of preliminary approval.

8 A. Class representatives and Class Counsel have zealously represented the Class.

9 The Class Representatives and Class Counsel prosecuted this action with vigor and
10 dedication and developed substantial evidence to partially win a highly-contested class
11 certification motion. *See* Fed. R. Civ. P. 23(e)(2)(A). This was accomplished despite an
12 aggressive case schedule and unprecedented circumstances created by the COVID-19
13 pandemic. Named Plaintiffs—who include a doctor who fought COVID-19 on the front
14 lines, high-risk individuals who were isolated in their homes, a spouse to a patient in
15 intensive care due to COVID-19, and a traveler stranded in India by COVID-19 travel
16 bans—worked through extraordinary challenges to provide assistance to Class Counsel and
17 respond to extensive discovery requests. *Matt Decl.*, ¶ 5. Class Counsel and Plaintiffs
18 responded to 17 Interrogatories per Plaintiff and 29 document requests per Plaintiff. *Id.*
19 Plaintiffs produced numerous documents, several of them sat for depositions, and six
20 Plaintiffs presented their vehicles and phones for inspection by AHM’s expert. Plaintiffs
21 assisted Class Counsel with fact development and discovery and regularly communicated
22 with counsel to remain up to date on the litigation and the settlement process. *Id.*

23 Class Counsel deposed five AHM/AHM affiliate witnesses (including two 30(b)(6)
24 depositions) and AHM’s expert witnesses. *Id.*, ¶ 6. Class Counsel propounded 67 document
25 requests, five interrogatories, four subpoenas to non-parties (excluding experts), and
26 engaged in substantive review of over 20,000 pages of documents produced by AHM and
27 its affiliates. *Id.* Class Counsel’s analysis of the vast volume of discovery material
28 establishes they have assessed sufficient information to enter into a reasoned and well-

1 informed settlement. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th
2 Cir. 2000) (“significant investigation, discovery and research” provides parties with
3 sufficient information to make informed settlement decision); *Byrne v. Santa Barbara*
4 *Hosp. Serv., Inc.*, 2017 WL 5035366, at *8 (C.D. Cal. Oct. 30, 2017) (“parties must . . .
5 have engaged in sufficient investigation of the facts to enable the court to intelligently make
6 an appraisal of the settlement”) (citation omitted). Both Class Counsel and the Plaintiffs
7 have adequately represented the interests of the Class.

8 **B. The Proposed Settlement is the product of good faith, informed, and arm’s-
9 length negotiations, and it is fair.**

10 The Proposed Settlement is the product of informed, non-collusive, arm’s length
11 negotiations facilitated by Judge Tevrizian. *See* Fed. R. Civ. P. 23(e)(2)(B). Negotiations
12 were difficult and protracted. Judge Tevrizian played a crucial role in helping the parties
13 bridge their differences and evaluate the strengths and weaknesses of their respective
14 positions. *See* Tevrizian Decl. Three separate formal mediations were held, in addition
15 to numerous informal communications with the mediator. Matt Decl., ¶ 8. On October
16 1, 2020, the Parties reached agreement on material terms and executed a Memorandum of
17 Understanding shortly thereafter. The Parties subsequently spent months finalizing the
18 release, settlement agreement, and related settlement documents. The adversarial nature
19 of the litigation and Judge Tevrizian’s role weigh in favor of preliminary approval.
20 *Rosales v. El Rancho Farms*, 2015 WL 4460918, at *16 (E.D. Cal. July 21, 2015) (quoting
21 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)).

22 **C. The Proposed Settlement provides significant benefits in exchange for the
23 compromise of claims.**

24 The Proposed Settlement provides substantial relief, considering (i) the costs, risks,
25 and delay of trial and appeal; (ii) the effectiveness of the proposed distribution plan; and
26 (iii) the fair terms of the proposed award of attorney’s fees. *See* Fed. R. Civ. P. 23(e)(2)(C).
27 Resolving these claims through a single class action is superior to potentially thousands
28 of individual suits. “From either a judicial or litigant viewpoint, there is no advantage in

1 individual members . . . prosecute[ng] . . . separate actions. There would be less litigation
2 or settlement leverage, significantly reduced resources and no greater prospect for
3 recovery.” *Hanlon*, 150 F.3d at 1023.

4 **D. The Proposed Settlement mitigates the risks, expenses, and delays the Class**
5 **would bear with continued litigation.**

6 The Proposed Settlement secures significant benefits in the face of inherent litigation
7 uncertainties. *See Nobles v. MBNA Corp.*, 2009 WL 1854965, at *2 (N.D. Cal. June 29,
8 2009) (“risks and certainty” of “continued litigation are factors for the Court to balance in
9 determining” fairness) (citing *Kim v. Space Pencil, Inc.*, 2012 WL 5948951, at *5 (N.D.
10 Cal. Nov. 28, 2012)). While Class Counsel believe in the strength of the case, they
11 recognize there are uncertainties in litigation, trial, and appeal, making compromise of
12 claims in exchange for certain and timely provision to the Settlement Class of the significant
13 benefits described herein a reasonable outcome. *See Nat’l Rural Telecomms.*, 221 F.R.D.
14 at 526 (“In most situations, unless the settlement is clearly inadequate, its acceptance and
15 approval are preferable to lengthy and expensive litigation with uncertain results.”). The
16 significant benefits of the Proposed Settlement are based on the Parties’ recognition of the
17 merits of Plaintiffs’ case compared to AHM’s defenses, the risks and uncertainty associated
18 with continued litigation, and the possibility that AHM’s Rule 23(f) appeal could succeed.⁵
19 And even if AHM’s appeal were denied, Plaintiffs still face vigorously contested issues at
20 trial and on any future potential appeal.

21 It is highly uncertain whether the Settlement Class would be able to obtain a better
22 outcome through continued litigation and trial. It is questionable whether lessees in
23 particular would be entitled to any relief given the Court’s arbitration ruling. *See Matt*
24 *Decl.*, ¶ 7. There is a risk that the Settlement Class would receive less or nothing at all at
25 trial, and, even if Plaintiffs prevailed at trial, potential recovery could come years in the

26
27 ⁵ Given Class Counsel’s “experience and familiarity with the facts, their
28 recommendation that the settlement be approved is entitled to significant weight.” *Rosales*,
2015 WL 4460918, at *15 (citing *Nat’l Rural Telecomms.*, 221 F.R.D. at 528; *see also*
Barbosa v. Cargill Meat Solutions Corp., 297 F.R.D. 431, 447 (E.D. Cal. 2013).

1 future. That “risk of continued litigation balanced against the certainty and immediacy of
2 recovery from the Settlement” strongly favors approval. *In re Omnivision Tech., Inc.*, 559
3 F. Supp. 2d 1036, 1041 (N.D. Cal. 2007) (citing *In re Mego*, 213 F.3d at 458).

4 **1. The Proposed Settlement allows Class members to easily obtain relief.**

5 The Settlement provides automatic and significant benefits for the Settlement Class
6 Members, who will all benefit from the warranty extension, the DAAP, the Infotainment
7 System Online Resource, and AHM’s contractual commitment to continue to work in good
8 faith to improve the performance of the Infotainment System and to support the Class
9 Vehicles through continued software updates for the duration of the extended warranty
10 period. Additionally, those Settlement Class Members who appear in AHM’s warranty
11 database as having made more than one visit for a single Infotainment System issue not
12 resolved during the initial warranty service visit (as long as both service visits relate to the
13 same Infotainment System issue (“Related Service Visits”)) and so long as the second visit
14 was not the result of a recall or product update) will *automatically* receive two free years of
15 AcuraLink Security Service. Settlement Class Members who appear in AHM’s warranty
16 database as having made more than one visit for Infotainment System issues not resolved
17 during the initial warranty service visit (and that do not qualify as Related Service Visits),
18 not including visits made for recalls or product updates, may file a claim for this benefit.
19 Settlement Class Members who do not appear in AHM’s warranty database may also file a
20 claim and submit supporting documentation if they believe they otherwise qualify for this
21 benefit. And reimbursement is available through a claims process for those Class Members
22 who experienced certain related out-of-pocket costs. The universal benefits available to all
23 Settlement Class Members, combined with a simple claim process, will allow Settlement
24 Class Members to benefit from the settlement without delay or uncertainty.

25 **2. Counsel will seek reasonable attorneys’ fees and costs, which will be paid
26 separately by AHM and not dilute any recovery to Class members.**

27 AHM has agreed to pay reasonable attorneys’ fees and expense reimbursement to
28 Class Counsel as approved by the Court, and as consistent with the provisions of the
Settlement Agreement. Agreement, ¶¶ 5.3-5.7. Importantly, the parties did not begin

1 negotiating attorneys' fees, expense reimbursement, or service awards⁶ for the Plaintiffs
2 until after all material settlement benefits for the Class were negotiated. Matt Decl., ¶ 8;
3 Tevrizian Decl., ¶ 7. Waiting until after the Settlement terms are nailed down before
4 discussing fees is a practice routinely approved by courts as in the Class' best interest. *See,*
5 *e.g., In re Volkswagen "Clean Diesel" Marketing, Sales Practices, & Prods. Liab. Litig.,*
6 *2016 WL 6248426, at *23 (N.D. Cal. Oct. 25, 2016).* While the parties will continue to
7 seek agreement on attorneys' fees, expense reimbursement, and service awards, if they
8 cannot reach an agreement, they will present the dispute to the Court for resolution.
9 Agreement, ¶ 5.3. Either the agreed amounts or the maximum amounts sought will be
10 included in the notices and available on the settlement website. Matt Decl., ¶ 8.

11 **E. The Proposed Settlement treats all Class members equitably relative to one**
12 **another.**

13 The Proposed Settlement fairly and equitably allocates benefits among Class
14 Members without any unwarranted preferential treatment of class representatives or
15 segments of the Class. *See Fed. R. Civ. P. 23(e)(2)(D).* As noted above, each Class Member
16 will receive automatic benefits under the Settlement and have the opportunity to file claims
17 for additional relief, as individual circumstances merit.

18 **VII. CERTIFICATION IS APPROPRIATE FOR SETTLEMENT PURPOSES**

19 **A. The Settlement Class meets the requirements of Rule 23(a).**

20 The Court should determine that the proposed settlement class meets the
21 requirements of Rule 23, as the Court already determined for the California Class (Dkt. No.
22 154). *See Amchem Prods. v. Windsor, 521 U.S. 591, 620 (1997); Manual, § 21.632.*

23 **1. The Settlement Class is sufficiently numerous.**

24 Rule 23(a)(1) requires the class to be so large that joinder of all members is
25 impracticable, and numerosity is generally satisfied when the class exceeds 40 members.

26 ⁶ Service awards "are fairly typical in class action cases" and "are intended to
27 compensate class representatives for work done on behalf of the class, to make up for
28 financial or reputational risk undertaken in bringing the action, and, sometimes, to
recognize their willingness to act as a private attorney general." *Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 958-59 (9th Cir. 2009).*

1 *See, e.g., Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000). AHM’s records
2 indicate that there were approximately 130,000 Class Vehicles sold or leased nationwide.
3 The large size of the Settlement Class and its geographic dispersal across the United States
4 also renders joinder impracticable. *See Palmer v. Stassinios*, 233 F.R.D. 546, 549 (N.D.
5 Cal. 2006). As this Court previously found, numerosity is satisfied. Dkt.154 at 23.

6 **2. There are common questions of law and fact.**

7 “Federal Rule of Civil Procedure 23(a)(2) conditions class certification on
8 demonstrating that members of the proposed class share common ‘questions of law or
9 fact.’” *Stockwell v. City & Cty. of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014).
10 Commonality “does not turn on the number of common questions, but on their relevance to
11 the factual and legal issues at the core of the purported class’ claims.” *Jimenez v. Allstate*
12 *Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014). “Even a single question of law or fact
13 common to the members of the class will satisfy the commonality requirement.” *Wal-Mart*
14 *Stores, Inc. v. Dukes*, 564 U.S. 338, 369 (2011). Courts routinely find commonality where,
15 as here, the class claims arise from a uniform course of conduct. *See, e.g., Cohen v. Trump*,
16 303 F.R.D. 376, 382 (S.D. Cal. 2014). The claims here are rooted in common questions of
17 fact as to whether the Infotainment Systems frequently encounter serious problems, and
18 whether AHM knew about these defects prior to sale and/or should have repaired them
19 under warranty. Answering these questions generates common answers “apt to drive the
20 resolution of the litigation” for the Settlement Class as a whole. *See Dukes*, 564 U.S. at
21 350. Thus, as this Court previously found, commonality is satisfied. Dkt. 154 at 23.

22 **3. Plaintiffs’ claims are typical of the Settlement Class members’ claims.**

23 Rule 23(a)(3)’s typicality requirement counsels that “‘the claims or defenses of the
24 representative parties are typical of the claims or defenses of the class.’” *Parsons v. Ryan*,
25 754 F.3d 657, 685 (9th Cir. 2014) (quoting Fed. R. Civ. P. 23(a)(3)). “Like the commonality
26 requirement, the typicality requirement is ‘permissive’ and requires only that the
27 representative’s claims are ‘reasonably co-extensive with those of absent class members;
28 they need not be substantially identical.’” *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th

1 Cir. 2010) (quoting *Hanlon*, 150 F.3d at 1020); *Wolin v. Jaguar Land Rover N. Am., LLC*,
2 617 F.3d 1168, 1175 (9th Cir. 2010). Typicality is thus satisfied where a plaintiff suffered
3 a similar injury, and other class members were injured by the same course of conduct. *See*
4 *Parsons*, 754 F.3d at 685; *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th
5 Cir. 2012). Plaintiffs’ claims and injuries are typical of the claims of and injuries suffered
6 by the Class. Plaintiffs and members of the Class alike all purchased or leased vehicles
7 with the same Infotainment System and suffered the same types of injuries. Plaintiffs’
8 interest in obtaining a fair, reasonable, and adequate settlement of the claims asserted are
9 identical to the interests of the Settlement Class members. Accordingly, as this Court
10 previously found, Plaintiffs have established the typicality element. Dkt. 154 at 23.

11 **4. Plaintiffs and Class Counsel have protected, and will continue to protect,**
12 **the interests of the Settlement Class.**

13 Rule 23(a)(4)’s adequacy requirement is met when “the representative parties will
14 fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “This
15 requirement is rooted in due-process concerns — ‘absent class members must be afforded
16 adequate representation before entry of a judgment which binds them.’” *Radcliffe v.*
17 *Experian Info. Sols., Inc.*, 715 F.3d 1157, 1165 (9th Cir. 2013) (quoting *Hanlon*, 150 F.3d
18 at 1020). Adequacy entails a two-prong inquiry: “(1) do the named plaintiffs and their
19 counsel have any conflicts of interest with other class members and (2) will the named
20 plaintiffs and their counsel prosecute the action vigorously on behalf of the class?” *Evon*,
21 688 F.3d at 1031 (quoting *Hanlon*, 150 F.3d at 1020). Both prongs are satisfied here.

22 Plaintiffs have no interests that conflict with the Settlement Class Members and will
23 continue to vigorously protect Class interests, as they have throughout this litigation. They
24 understand their duties as class representatives, have agreed to consider the interests of
25 absent Class Members, and have actively participated in this litigation and will continue to
26 do so. *See, e.g., Loritz v. Exide Tech.*, 2015 WL 6790247, at *6 (C.D. Cal. July 21, 2015)
27 (“All that is necessary is a ‘rudimentary understanding of the present action and ... a
28 demonstrated willingness to assist counsel in the prosecution of the litigation.’”). As to

1 counsel, the Court has already appointed Hagens Berman Sobol Shapiro LLP and
2 Goldenberg Schneider, LPA as Class Counsel to represent the California Class. Since the
3 beginning of this lawsuit, Class Counsel have devoted several thousand hours and
4 hundreds-of-thousands of dollars to identify, investigate, and litigate the claims of Plaintiffs
5 and the Settlement Class (and will continue to do so). These efforts led to the Proposed
6 Settlement that provides significant and meaningful benefits to the Settlement Class.

7 **B. The Settlement Class meets the requirements of Rule 23(b)(3).**

8 Under Rule 23(b)(3), a class may be certified if a court finds that “the questions of
9 law or fact common to class members predominate over any questions affecting only
10 individual members, and that a class action is superior to other available methods for fairly
11 and efficiently adjudicating the controversy.” When “[c]onfronted with a request for
12 settlement only class certification, a district court need not inquire whether the case, if tried,
13 would present intractable management problems ... for the proposal is that there will be no
14 trial.” *Amchem*, 521 U.S. at 620.

15 **1. Common issues of law and fact predominate.**

16 “The predominance inquiry ‘asks whether the common, aggregation-enabling, issues
17 in the case are more prevalent or important than the non-common, aggregation-defeating,
18 individual issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016). “When
19 ‘one or more of the central issues in the action are common to the class and can be said to
20 predominate,’ certification is proper “even though other important matters will have to be
21 tried separately, such as damages or some affirmative defenses peculiar to some
22 individual[s].” *Id.* (citation omitted). “[W]hen common questions present a significant
23 aspect of the case and they can be resolved for all members of the class in a single
24 adjudication, there is clear justification for handling the dispute on a representative rather
25 than on an individual basis.” *Hanlon*, 150 F.3d at 1022.

26 Plaintiffs contend that the key evidence necessary to establish their claims is common
27 to all members of the Settlement Class, who must prove, among other things, that the cars
28 have a common defect and that AHM’s conduct was uniformly wrong. The evidence

1 changes little if there are 100 Class members or thousands: either way, Plaintiffs would, for
2 instance, present the *same* evidence that AHM was aware of the defect and concealed it,
3 and that AHM caused economic loss to Plaintiffs and the Class. These common issues “are
4 more prevalent or important than the non-common, aggregation-defeating, individual
5 issues.” *Tyson Foods*, 136 S. Ct. at 1045. Courts often find that such issues predominate in
6 auto defect class actions. *See, e.g., Wolin*, 617 F.3d at 1173; *Keegan v. Am. Honda Motor*
7 *Co.*, 284 F.R.D. 504, 532-34 (C.D. Cal. 2012); *Parkinson v. Hyundai Motor Am.*, 258
8 F.R.D. 580, 596-97 (C.D. Cal. 2008); *Chamberlan v. Ford Motor Co.*, 223 F.R.D. 524, 526-
9 27 (N.D. Cal. 2004), *petition denied*, 402 F.3d 952 (9th Cir. 2005); *Rosen v. J.M. Auto Inc.*,
10 270 F.R.D. 675, 681-82 (S.D. Fla. 2009); *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 989
11 (11th Cir. 2016). Common issues of law and fact predominate over any individual issues
12 here. *See also* Dkt.154 at 23-27.

13 **2. Class treatment is superior to other available methods for the resolution**
14 **of this case.**

15 “The superiority inquiry . . . requires determination of whether the objectives of the
16 particular class action procedure will be achieved in the particular case.” *Hanlon*, 150 F.3d
17 at 1023. There is no advantage here in having individual members control the prosecution
18 of separate actions (even if some wanted to). *Id.* The Proposed Settlement demonstrates
19 the advantages of a collective bargaining and resolution process. The efforts and funds
20 required to marshal the evidence necessary to establish liability against AHM would
21 discourage Settlement Class Members from pursuing individual litigation. *See Wolin*, 617
22 F.3d at 1175; *Amchem*, 521 U.S. at 617. The superiority of proceeding via the class action
23 mechanism is demonstrated by the results of the Settlement, which, if approved, will
24 provide the Settlement Class with meaningful benefits. The class action device provides
25 the superior means to effectively and efficiently resolve this controversy. Dkt.154 at 27.

26 **VIII. THE PROPOSED NOTICE PROGRAM IS ADEQUATE**

27 The Court “must direct notice in a reasonable manner to all class members who would
28 be bound by the proposal.” Rule 23(e)(1)(B). The notice must be “reasonably calculated,

1 under all the circumstances, to apprise interested parties of the pendency of the action and
2 afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank*
3 *& Trust Co.*, 339 U.S. 306, 314 (1950). “Notice is satisfactory if it ‘generally describes the
4 terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate
5 and to come forward and be heard.’” *Churchill Vill., L.L.C., v. GE*, 361 F.3d 566, 575 (9th Cir.
6 2004) (quoting *Mendoza v. Tucson Sch. Dist. No. 1*, 623 F.2d 1338, 1352 (9th Cir. 1980)). The
7 proposed notice program, which consists of, among other things, a dedicated website and a
8 robust Long Form Notice that will be sent by mail and email directly to Settlement Class
9 Members, exceeds these standards.

10 AHM, as Settlement Administrator, will, among other things, mail or arrange to be
11 mailed by first-class mail, postage prepaid, the Notice and Claim Forms to each person on
12 the Class List; email to each person on the Class List the Notice and Claim Forms if email
13 addresses are available and requisite consent has been obtained; develop processes and
14 procedures for handling deficient Claim Forms and returned mail, including use of the
15 National Change of Address database made available by the U.S. Postal Service; prepare
16 and submit to the Court an Opt-Out list of the Settlement Class Members requesting
17 exclusion, as well as a list of all persons who submitted objections to the settlement;
18 maintain a mailing address to which Settlement Class Members can send requests for
19 exclusion, objections, Claim Forms and other correspondence; and create and maintain the
20 Settlement Website. The Notice will clearly identify the Infotainment Systems that are the
21 subject of this Settlement, explain the relevant alleged Infotainment System issues or
22 symptoms, describe the benefits of the Settlement and how to obtain them, and direct
23 Settlement Class Members to the Settlement Website for more information. AHM will also
24 post on the Settlement Website a toll-free telephone number that will be staffed during
25 normal business hours with live operators who can answer questions about and provide
26 information to Settlement Class Members regarding the Settlement, as well as provide the
27 Notices and Claim Forms upon request. And, in compliance with the attorney general
28 notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, notice

of this proposed Settlement has been sent to the Attorney General of the United States and the attorneys general of each state in which a Settlement Class Member resides.

IX. CONCLUSION

Plaintiffs respectfully request that the Court grant the motion and preliminarily approve the Settlement. The Parties respectfully request that the Court set a schedule for key dates including a date for a final approval hearing and propose the following:

Date	Event
May 24, 2021	Preliminary Approval Hearing
No later than 120 days after entry of preliminary approval	Class Notice Disseminated (“Notice Date”)
No later than 30 days after Notice Date	Motions for Approval of Attorneys’ Fees and Expenses and Service Awards filed
No later than 28 days before Fairness Hearing	Motion for Final Approval filed
45 days after Notice Date	Objection and Opt-Out Deadline
No later than 14 days before Fairness Hearing	Reply Memoranda in Support of Final Approval and Fee Application filed
No earlier than 90 days after Notice Date	Settlement Fairness Hearing

Dated: April 23, 2021

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Sean R. Matt

Steve W. Berman (*pro hac vice*)
Sean R. Matt (*pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, Washington 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
sean@hbsslaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Christopher R. Pitoun (SBN 290235)
301 North Lake Avenue, Suite 920
Pasadena, California 91101
Telephone: (213) 330-7150
Facsimile: (213) 330-7152
christopherp@hbsslaw.com

Jeffrey S. Goldenberg (*pro hac vice*)
Todd Naylor (*pro hac vice*)
GOLDENBERG SCHNEIDER, LPA
4445 Lake Forest Drive, Suite 490
Cincinnati, Ohio 45242
Telephone: (513) 345-8291
Facsimile: (513) 345-8294
jgoldenberg@gs-legal.com
tnaylor@gs-legal.com

1 STEVE W. BERMAN (*pro hac vice*)
2 SEAN R. MATT (*pro hac vice*)
3 HAGENS BERMAN SOBOL SHAPIRO LLP
4 1301 Second Avenue, Suite 2000
5 Seattle, Washington 98101
6 Telephone: (206) 623-7292
7 Facsimile: (206) 623-0594
8 *steve@hbsslaw.com*
9 *sean@hbsslaw.com*

7 CHRISTOPHER R. PITOUN (SBN 290235)
8 HAGENS BERMAN SOBOL SHAPIRO LLP
9 301 North Lake Avenue, Suite 920
10 Pasadena, California 91101
11 Telephone: (213) 330-7150
12 Facsimile: (213) 330-7152
13 *christopherp@hbsslaw.com*

11 *Counsel for Plaintiffs and Class*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION

17 JIMMY BANH, *et al.*, on behalf of
18 themselves and all others similarly
19 situated,
20
21 Plaintiffs,
22
23 v.
24
25 AMERICAN HONDA MOTOR CO.,
26 INC., a California corporation,
27
28

Case No.: 2:19-cv-5984 RGK
(ASx)

[*The Honorable R. Gary Klausner*]

**DECLARATION OF SEAN R.
MATT IN SUPPORT OF
PLAINTIFFS' RENEWED
MOTION FOR PRELIMINARY
APPROVAL**

1 I, Sean R. Matt, declares as follows:

2 1. I am an attorney at Hagens Berman Sobol Shapiro LLP, am counsel of
3 record for Plaintiffs in this action, and am admitted *pro hac vice* in this case.

4 2. I submit this Declaration in support of Plaintiffs' Renewed Motion for
5 Preliminary Approval of Class Settlement, based on personal knowledge of the
6 following.

7 3. The Parties engaged in a substantial amount of discovery in this case. Fact
8 and expert discovery had closed when the Parties reached their agreement to settle the
9 litigation on a class-wide basis. I profile below some of this discovery.

10 4. Shortly after the Court denied AHM's motion to dismiss Plaintiffs'
11 Corrected Second Amended Complaint, the Parties began extensive discovery,
12 during which AHM and its related entities produced more than 20,000 pages of
13 documents, comprised of, among other things, email correspondence, company
14 procedures, corporate documentation, and class member information. Plaintiffs issued
15 subpoenas to AHM corporate affiliates Honda R&D Americas, Inc. and Honda of
16 America Manufacturing, Inc., as well as companies that supplied either parts or
17 technology used in the Infotainment Systems (Wind River Systems and Denso
18 International America, Inc.). Class Counsel also took the depositions of relevant AHM
19 employees and those of its related companies, including multiple 30(b)(6) depositions.
20 Plaintiffs engaged a liability expert (engineer Steve Loudon) and damage experts
21 (marketing expert Steve Gaskin and economist Colin Weir), each of whom issued a
22 report and had their depositions taken. Plaintiffs also analyzed the expert reports of two
23 experts retained by AHM and took their depositions. Plaintiffs themselves produced
24 extensive information, including over 3,000 pages of documents, in response to AHM's
25 discovery requests and prepared for depositions. Several Plaintiffs had their depositions
26 taken.

27 5. The Class Representatives and Class Counsel prosecuted this action on
28

1 behalf of the Class with vigor and dedication and developed substantial evidence to
2 partially win a highly-contested class certification motion. Named Plaintiffs—who
3 include a doctor fighting COVID-19 on the front lines, high-risk individuals who were
4 isolated in their homes, a spouse to a patient in intensive care due to COVID-19, and a
5 traveler stranded in India prevented from returning home by COVID-19 travel bans—
6 worked through extraordinary challenges to provide assistance to Class Counsel and
7 respond to extensive discovery requests. Class Counsel and Plaintiffs responded to 17
8 Interrogatories per Plaintiff and 29 document requests propounded by AHM per
9 Plaintiff. Plaintiffs produced numerous documents, several of them sat for depositions,
10 and six Plaintiffs presented their vehicles and phones for inspection by AHM and its
11 technical expert. Plaintiffs also assisted Class Counsel with fact development, answered
12 several dozen discovery requests, and regularly communicated with counsel to remain
13 up to date on the litigation and the settlement process.

14 6. Class Counsel took the depositions of five AHM/AHM affiliate witnesses,
15 including two 30(b)(6) depositions, as well as expert witnesses put forth by AHM. Class
16 Counsel propounded 67 document requests, five interrogatories, four subpoenas to non-
17 parties (excluding experts), and engaged in substantive review of over 20,000 pages of
18 documents produced by AHM and its affiliates.

19 7. On May 4, 2020, Honda filed a Motion to Compel Arbitration, which
20 motion was granted in part and denied in part. The following plaintiffs (all of whom
21 leased their vehicles) were compelled to arbitration: John Bartholomew, Michael
22 Brumer, Alexis Chisari, David Jahsman, Vimal Lawrence, Mark Peoples, Adam Pryor,
23 and Srikarthik Subbarao (Dkt. 153). On August 3, 2020, Honda made Rule 68 offers of
24 judgment to certain plaintiffs, and Plaintiffs Charles Denaro, Kara Drath, Gary Hanna,
25 Hamilton Hines, Kaycee Kleehamer, Caitlin Kremer, and Robert Moss accepted. Dkt.
26 181. Judgment thereafter was entered in those individuals' favor on October 15, 2020
27 (Dkt. 182), thereby resolving their claims.

1 8. The Proposed Settlement is the product of informed, non-collusive, arm's
2 length negotiations facilitated by an unbiased, experienced mediator, Judge Tevrizian.
3 Negotiations were difficult and protracted. Judge Tevrizian played a crucial role in
4 supervising the negotiations and helping the parties bridge their differences and evaluate
5 the strengths and weaknesses of their respective positions. The Parties participated in
6 three separate formal mediations and numerous informal communications with the
7 mediator. On October 1, 2020, the Parties reached agreement on material terms for a
8 settlement and executed a Memorandum of Understanding shortly thereafter. The
9 Parties subsequently spent months finalizing the release, settlement agreement, and
10 related settlement documents. The parties did not begin negotiating attorneys' fees,
11 expense reimbursement, or service awards for the Plaintiffs until after all material
12 settlement benefits for the Class were negotiated. While the parties will continue to
13 seek agreement on attorneys' fees, expense reimbursement, and service awards, if they
14 cannot reach an agreement, they will present the dispute to the Court for resolution
15 pursuant to Agreement ¶ 5.3. Either the agreed amounts or the maximum amounts
16 sought will be included in the notices and available on the settlement website.

17 9. We plan on requesting service awards for the remaining Named Plaintiffs.
18 We believe that service awards are appropriate here and do not constitute preferential
19 treatment, especially in light of the unique challenges and pressures of this litigation on
20 the Class Representatives during the COVID-19 pandemic. No Class Representative
21 was promised, nor conditioned their representation on the expectation of a service
22 award. Even in the midst of national upheaval, the Class Representatives spent many
23 hours conferring with counsel, answering discovery requests, searching for and
24 producing documents, preparing and testifying at depositions, and producing their
25 vehicles and phones for inspection.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10. Attached as Exhibit 1 is a true and correct copy of the Amended Class Action Settlement Agreement and Release and its exhibits. AHM’s counsel advised that AHM has agreed to the amendment. However, at the time of this filing, AHM is obtaining an authorized signature for execution of the Amended Settlement Agreement, and will sign next week, after which we will submit the signature page to the Court.

11. Attached as Exhibit 2 is a true and correct copy of the Declaration of Mediator Hon. Dickran M. Tevrizian (Ret.) in Support of Motion for Preliminary Approval of Class Settlement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 23rd day of April, 2021, at Seattle, Washington.

/s/ Sean R. Matt _____
Sean R. Matt

Exhibit 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JIMMY BANH, *et al.*, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC, a
California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[*The Honorable R. Gary Klausner*]

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

TABLE OF CONTENTS

	<u>Page</u>
I. RECITALS	1
II. DEFINITIONS	5
1.1 “AHM”	5
1.2 “AHM’s Counsel”	5
1.3 “Claim”	5
1.4 “Claim Form”	5
1.5 “Claims Period”	6
1.6 “Class Counsel”	6
1.7 “Class List”	6
1.8 “Court”	6
1.9 “Delayed Warranty Repair Visit”	6
1.10 “Effective Date”	7
1.11 “Extended Warranty”	7
1.12 “Final”	8
1.13 “Final Approval Hearing”	8
1.14 “Final Order and Judgment”	8
1.15 “Infotainment System”	8
1.16 “Infotainment System Online Resource”	9
1.17 “Media Oriented Systems Transport (MOST)” Ring	10
1.18 “Named Plaintiffs”	10

1.19 “Notice” 10

1.20 “Notice Date” 10

1.21 “OTA” 11

1.22 “Preliminary Approval Order” 11

1.23 “Proof of Expenses” 11

1.24 Recitals 11

1.25 “Related Service Visit” 11

1.26 “Released Claims” 12

1.27 “Releasees” 13

1.28 “Service Awards” 13

1.29 “Settlement Administrator” 13

1.30 “Settlement Class Member” 13

1.31 “Settlement Class Vehicles” 13

1.32 “Settlement Website” 13

1.33 “VIN” 14

III. SETTLEMENT CLASS 14

IV. SETTLEMENT CONSIDERATION 15

A. Infotainment System Online Resource 15

B. Dealership Assistance and Assessment Program 16

C. Extended Warranty 18

D. Delayed Warranty Repair Visit Benefit 20

E. Related Service Visit Benefit21

F. Rules Applicable To The Benefit21

G. Compensation for Certain Out-of-Pocket Costs Related to Delayed Warranty Claims21

V. SETTLEMENT ADMINISTRATION.....22

A. Costs of Administration and Notice.....22

B. Notice Plan and Settlement Website; CAFA Notice.....23

C. Claim Procedure–Benefit25

D. Claim Procedure–Compensation for Out-of-Pocket Costs26

E. Claims Processing26

F. Objections and Requests for Exclusion.....28

VI. SETTLEMENT APPROVAL PROCESS32

A. Preliminary Approval of Settlement32

B. Final Order and Judgment.....32

C. Class Counsel Fees and Expenses Award and Named Plaintiffs’ Service Awards33

VII. RELEASE BY NAMED PLAINTIFFS AND SETTLEMENT CLASS MEMBERS34

VIII. MISCELLANEOUS PROVISIONS36

A. Best Efforts36

B. Effect of Exhibits.....36

C. Not Evidence36

D. Entire Agreement.....38

E. Arm’s-Length Negotiations and Good Faith.....38

F. Confirmatory Discovery.....38

G. Continuing Jurisdiction39

H. Binding Effect of Settlement Agreement39

I. Governing Law.....39

J. Construction of Settlement Agreement Terms39

K. Confidentiality Agreements.....40

L. Extensions of Time.....40

M. Authority to Execute Settlement Agreement.....40

N. Further Authority41

O. Termination41

P. Full and Final Agreement.....43

Q. Headings.....43

R. Severability43

S. Notices44

T. Cost and Expenses.44

U. Taxes.....44

V. Communications45

W. Counterparts.....45

I. RECITALS

This Amended Class Action Settlement Agreement and Release (“Settlement Agreement”), dated as of the date of the last signature below, is made and entered into pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3) and 23(e) between and among: (1) Roberta Billbrey, Jimmy Banh, Mark Peoples, Jamal Samaha, George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman, John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Srikarthik Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton (collectively, “Named Plaintiffs”), on behalf of themselves and as representatives of the Settlement Class defined below (the Named Plaintiffs and members of the Settlement Class are collectively referred to as “Settlement Class Members”) on the one hand, and (2) Defendant American Honda Motor Co., Inc. (“AHM”), on the other hand, (collectively with Named Plaintiffs, the “Parties”) by and through their undersigned counsel, in order to fully and finally settle and resolve the above-captioned litigation and to effect dismissal with prejudice of all of the Released Claims (defined below) asserted against AHM on the terms set forth herein, subject to the final approval of the Court. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims.

WHEREAS, Named Plaintiffs (and other plaintiffs discussed below) initiated the action captioned: *Jimmy Bahn, et al, v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984 RGK (ASx) (C.D. Cal.) (the “Litigation”) on July 11, 2019, filed a First Amended Class Action Complaint on September 27, 2019, and a Second Amended Class Action Complaint on January 14, 2020;

WHEREAS, Named Plaintiffs generally alleged (among other things) “infotainment systems” in 2019 and 2020 Acura RDX vehicles contain one or more defective components;

WHEREAS, AHM filed a Motion to Dismiss the First Amended Complaint on October 18, 2019, which motion was granted in part and denied in part;

WHEREAS, AHM answered the Second Amended Complaint, denying all material allegations and interposing a number of affirmative defenses;

WHEREAS, the Parties engaged in substantial fact and expert discovery, and the discovery period closed per the case schedule;

WHEREAS, during the course of the proceedings, plaintiffs Brian Klein, Lawrence Goldman and Cindy Ortiz voluntarily dismissed their claims (Dkt. Nos. 103, 127);

WHEREAS, on April 9, 2020, Named Plaintiffs filed a Motion for Class Certification, which motion was granted in part and denied in part, with the Court issuing an Order on July 28, 2020 identifying one Named Plaintiff (Jimmy Banh) as the class representative and certifying a Class defined as follows: “All persons or entities who purchased a new Class Car [*i.e.*, a new 2019 or 2020 Acura RDX vehicle] from an authorized Acura dealer in California” and severing the claims of the remaining non-California Plaintiffs and proposing to transfer them to their home states (Dkt. 154);

WHEREAS, on May 4, 2020, Defendant AHM filed a Motion to Compel Arbitration, which motion was granted in part and denied in part, with the following plaintiffs compelled to arbitration: John Bartholomew, Michael Brumer, Alexis Chisari, David Jahsman, Vimal Lawrence, Mark Peoples, Adam Pryor, and Srikarthik Subbarao (Dkt. 153);

WHEREAS, on May 4, 2020, Defendant AHM filed Motions to Strike the Declarations of Plaintiffs’ experts Steve Loudon, Colin B. Weir and Steven P. Gaskin, which the Court denied without prejudice;

WHEREAS, on July 27, 2020, Named Plaintiffs filed a Motion to Supplement the Fact Record for the Pending Motion for Class Certification and Pending Motions to Strike, which motion was denied as moot;

WHEREAS, on August 3, 2020, AHM made Rule 68 offers of judgment to certain plaintiffs including Charles Denaro, Kara Drath, Gary Hanna, Hamilton Hines, Kaycee Kleehamer, Caitlin Kremer, and Robert Moss, which were accepted. (Dkt. 181). Judgment thereafter was entered in those individuals' favor on October 15, 2020 (Dkt. 182), thereby resolving their claims;

WHEREAS, on August 11, 2020, Defendant AHM filed a Rule 23(f) Petition for Leave to Appeal with the Ninth Circuit Court of Appeals, which remains pending;

WHEREAS, on February 25, 2020, March 24, 2020, and September 3, 2020, the Parties conducted formal private mediation sessions with the Honorable Dickran M. Tevrizian (ret.), and conducted additional informal mediation sessions with Judge Tevrizian, and now wish to fully and finally resolve the Litigation;

WHEREAS, AHM denies all of the allegations in the Litigation, denies that it has engaged in any wrongdoing, denies that Named Plaintiffs' claims are meritorious, and denies that it is legally responsible or liable to Named Plaintiffs or any Settlement Class Member, as defined herein, for any of the matters asserted in this Litigation;

WHEREAS, the Parties agree that neither this Settlement Agreement nor the settlement it represents shall be construed as an admission by AHM of any wrongdoing whatsoever including an admission of a violation of any statute or law, or of liability on the claims or allegations in the Litigation;

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the settlement it represents shall be construed or admissible as an admission by AHM in the Litigation or any other proceedings that the Named Plaintiffs' claims, or similar claims, are or would be viable or suitable for class treatment if the Litigation proceeded through both litigation and trial;

WHEREAS, AHM does not believe Named Plaintiffs' claims are meritorious or that certification of any proposed class for trial purposes would be proper under Fed. R. Civ. P. 23 and denied and continues to deny that it is legally responsible to Named Plaintiffs or any member of the Settlement Class for any of the claims or allegations asserted in the Lawsuit, but it has concluded that the Settlement is desirable to avoid the time, expense and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of Named Plaintiffs and members of the Settlement Class for relief relating to Settlement Class Vehicles' "Infotainment Systems" (defined below);

WHEREAS, Class Counsel are experienced in this type of class litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in the interest of all Settlement Class Members to resolve this Litigation as set forth in this Settlement Agreement;

WHEREAS, the Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits of the Litigation and believe that, after considering all of the facts and circumstances, the proposed settlement set forth in this Settlement Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interests of the Settlement Class

Members; and

WHEREAS, this Settlement Agreement is the result of significant arm's-length settlement negotiations that have taken place between the Parties, including with the assistance of a neutral and experienced mediator who is a retired federal judge.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties and their counsel, as follows:

II. DEFINITIONS

1.1 "AHM"

"AHM" shall mean American Honda Motor Co., Inc., and its predecessors, successors, affiliates, subsidiaries, parent, assigns, directors, officers, agents, dealers, suppliers, attorneys, representatives, and employees.

1.2 "AHM's Counsel"

"AHM's Counsel" shall mean Ms. Livia M. Kiser and Mr. Michael B. Shortnacy of King & Spalding, LLP.

1.3 "Claim"

A "Claim" is a request for certain benefits or reimbursement under this Settlement Agreement.

1.4 "Claim Form"

"Claim Form" refers to a form to be completed by a Settlement Class Member to request certain benefits or reimbursement under this Settlement Agreement, which shall be materially in the form of Exhibit C or Exhibit D attached hereto.

1.5 “Claims Period”

“Claims Period” means the time period during which a Settlement Class Member may submit a Claim Form, which period shall be sixty (60) days after the Final Approval Hearing.

1.6 “Class Counsel”

“Class Counsel” means: (1) Hagens Berman Sobol Shapiro, LLP; and (2) Goldenberg Schneider, LPA, both of which appear on the signature page of this Settlement Agreement.

1.7 “Class List”

“Class List” shall mean the complete listing of the names and addresses obtained by AHM of all persons AHM determines, after a good faith search, are current and former owners or lessees of Settlement Class Vehicles (defined below) and thereby eligible to receive the Notice. AHM shall obtain from R.L. Polk & Co. (n/k/a IHS Markit), Experian, or a similar entity, the most currently available names and addresses of all current and former owners and lessees of Settlement Class Vehicles in order to develop the Class List. This data shall be run through the National Change of Address database to update addresses before the Notice is sent.

1.8 “Court”

“Court” shall mean the United States District Court for the District of Central District of California, the Honorable R. Gary Klausner presiding, or his duly appointed successor.

1.9 “Delayed Warranty Repair Visit”

“Delayed Warranty Repair Visit” refers to multiple service visits to an authorized Acura dealership on or before the Notice Date (defined below) for Infotainment System issues not resolved during the initial warranty service visit (a “Delayed Warranty Repair”), provided such Delayed Warranty Repair Visits appear in AHM’s warranty database; except that any customer visit as a result of a recall or product update is not a “Delayed Warranty Repair Visit.” AHM’s

warranty database shall constitute complete and valid evidence of warranty service visits having been made but shall not be deemed to be the exclusive evidence of a Delayed Warranty Repair Visit.

1.10 “Effective Date”

The “Effective Date” of this Settlement Agreement means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by the Parties and their counsel; (2) orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement and approving the form of Notice, CAFA Notice, and Claim Forms, all as provided herein; (3) the Court-approved Notice, the Settlement Website, and Settlement Infotainment System Online Resource (as defined in Sections 1.16, 1.19 and 1.32) have been duly created and/or disseminated as ordered by the Court; (4) the Court has entered a Final Order and Judgment (as defined below) finally approving this Settlement Agreement as provided below; and (5) the Final Order and Judgment has become Final, as defined immediately below, and no longer subject to any review or appeal.

1.11 “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) Acura Service Bulletin 20-001 (center display unit stays on with the ignition switch turned to OFF and the door open, display switches between the Day Mode and Night Mode, the Drive mode not available message appears, Disclaimer is stuck on); and (2) Acura Service Bulletin 20-031 (popping/crackling sound from the speakers; blank display, no sound from the audio system, network loss message), for Settlement Class Vehicles only, such Service Bulletins expressly incorporated herein by reference (collectively, “Infotainment System Symptoms”). This Extended

Warranty follows the Settlement Class Vehicle and shall be implemented by no later than the Effective Date.

1.12 “Final”

“Final” when referring to a judgment or order means that: (1) the judgment is a final appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement (as opposed to any appeals relating solely to the Class Counsel Fees and Expenses Award, which will not affect finality as defined herein) as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for *writ of certiorari*, the appeal is voluntarily withdrawn, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

1.13 “Final Approval Hearing”

“Final Approval Hearing” shall mean the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether the settlement should be finally approved by the Court, such Final Approval Hearing to be no earlier than ninety (90) days after the Notice Date, subject to the approval of the Court.

1.14 “Final Order and Judgment”

“Final Order and Judgment” shall mean the Court order that approves this Settlement Agreement, which shall be without material alteration from Exhibit F attached hereto.

1.15 “Infotainment System”

“Infotainment System” means the MOST Ring and (1) the Vehicle Bus; (2) the Head Unit;

(3) the Amplifier; (4) the Rearview Camera; (5) the Rear Entertainment Unit; (6) the Tuner Unit; (7) the Display; (8) the Touchpad Interface; and (9) the different software programs that run each of the foregoing in any Settlement Class Vehicle of every trim level.

1.16 “Infotainment System Online Resource”

“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 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 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.

1.17 “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.

1.18 “Named Plaintiffs”

“Named Plaintiffs” shall mean Plaintiffs Roberta Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha, George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman, John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Srikarthik Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton.

1.19 “Notice”

“Notice” shall mean the Court-approved form of notice of the settlement provided to the persons on the Class List, by first class mail, postage prepaid, and by email if email addresses are available and requisite consent has been obtained, which shall be without material alteration from Exhibit B attached hereto.

1.20 “Notice Date”

“Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Notice by first class mail, postage prepaid, and by email as appropriate, to each person on the Class List after first running the addresses on the Class List through the National Change of Address database. The Notice Date shall be no later than one hundred twenty (120) days after the Court enters the Preliminary Approval Order, defined herein, or such earlier practicable date.

1.21 “OTA”

“OTA” means various Over the Air Software Updates for Infotainment Systems.

1.22 “Preliminary Approval Order”

“Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement and (among other things) directing that Notice be given to the persons on the Class List, which Preliminary Approval Order shall be without material alteration from Exhibit A attached hereto.

1.23 “Proof of Expenses”

“Proof of Expenses” shall mean an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the reimbursable 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.

1.24 Recitals

“Recital” means each statement of the facts and/or procedural history in Section I of this Settlement Agreement. The Parties acknowledge and agree the Recitals enumerate important facts and procedural history, are true and accurate, and are hereby made a part of this Settlement Agreement as though fully set forth herein.

1.25 “Related Service Visit”

“Related Service Visit” means 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, 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 shall automatically obtain the Benefit (defined below) provided they do not contact AHM at a toll-free number or by email address provided on the applicable Claim Form to decline it.

1.26 “Released Claims”

“Released Claims” means any and all claims, actions, causes of action, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys’ fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, facts, matters, transactions or oral or written statements or occurrences relating to or arising out of the Infotainment Systems and Infotainment System Symptoms, as asserted, or as could have been asserted in the Litigation or any other proceedings, and that are based on the same factual predicate asserted in the Second Amended Complaint (the operative complaint) filed in the Litigation, including via the use of a class action procedural device by the Named Plaintiffs and/or Settlement Class Members whether at law or equity, against AHM and all of the Releasees for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do not include claims for personal injury or wrongful death.

1.27 “Releasees”

“Releasees” shall mean American Honda Motor Co., Inc., its parent, subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Honda and Acura dealers, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries..

1.28 “Service Awards”

“Service Awards” shall mean monetary awards to compensate the Named Plaintiffs for efforts undertaken by them on behalf of the Settlement Class.

1.29 “Settlement Administrator”

“Settlement Administrator” shall mean AHM.

1.30 “Settlement Class Member”

“Settlement Class Members” are all current owners and lessees of Settlement Class Vehicles and former owners and lessees who file Claims but who have not otherwise already resolved and released their claims and who do not opt out of this Settlement.

1.31 “Settlement Class Vehicles”

“Settlement Class Vehicles” shall mean Model Years 2019 and 2020 Acura RDX vehicles of every trim level, regardless of the differences between and among the different Infotainment Systems in such vehicles.

1.32 “Settlement Website”

“Settlement Website” shall mean the website created and maintained by the Settlement

Administrator which will contain, among other things, the Notice and Claim Forms, and documents related to the settlement.

1.33 “VIN”

“VIN” shall mean the vehicle identification number of a Settlement Class Vehicle.

III. SETTLEMENT CLASS

2.1 The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows: All current owners and lessees of the 2019-2020 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.

2.2 Excluded from the stipulated Settlement Class are: (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; and (10) any person who has resolved or otherwise released their claims as of the date of the settlement.

2.3 Solely for purposes of implementing this Settlement Agreement and effectuating the settlement, AHM stipulates to the Court entering an order preliminarily certifying the Settlement Class, appointing Named Plaintiffs as representatives of the Settlement Class, and

appointing Named Plaintiffs' Counsel to serve as Class Counsel for the Settlement Class. Solely for the purpose of implementing this Settlement Agreement and effectuating the settlement, the Parties stipulate that AHM will be appointed as Settlement Administrator, subject to the approval of the Court.

2.4 Solely for the purpose of implementing this Settlement Agreement and effectuating the settlement, AHM stipulates that Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

IV. SETTLEMENT CONSIDERATION

3.1 In exchange for the dismissal of the Litigation, with prejudice, and the Released Claims as provided herein, AHM agrees to provide the following consideration to the Settlement Class:

A. Infotainment System Online Resource

3.2 AHM will create, maintain, and update for no fewer than twenty-four (24) months after the Effective Date, the Infotainment System Online Resource, which will: (1) include a list of potential Infotainment System-related issues a Settlement Class Member may be experiencing, that, when selected, will open a drop-down menu to offer potential solutions to the issue, including updating relevant software, replacing or upgrading USB cords or peripherals, or presenting the vehicle at a AHM authorized dealership for an assessment or repair pursuant to any applicable Service Bulletin; (2) provide a means by which Settlement Class Members can report to AHM issues or symptoms they believe to be attributable to the Infotainment System; (3) post 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 Systems; (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; and (6) post Frequently Asked Questions related to the Infotainment System and to assist with, among other things, installing OTAs, identifying issues, and identifying phones and accessories that are compatible with the Infotainment System. The Infotainment System Online Resource shall be operational no later than the Effective Date.

3.3 AHM will evaluate for possible inclusion in future OTAs or in future repairs any unresolved concerns from Settlement Class Members that are communicated to AHM by Settlement Class Members via the Infotainment System Online Resource.

3.4 At the end of each calendar quarter, AHM will provide an update to Class Counsel confirming that the Infotainment System Online Resource continues to operate. As reasonably requested by Class Counsel, AHM agrees to provide Class Counsel information (or a summary of such information) submitted by Settlement Class Members through the Infotainment System Online Resource, subject to redactions for personally identifiable information (PII).

3.5 AHM agrees to maintain and update the Infotainment System Online Resource for a period of no fewer than twenty-four (24) months after the Effective Date. The Parties agree to review whether this period should be modified as the 24-month deadline approaches.

B. Dealership Assistance and Assessment Program

3.6 For twenty-four (24) months after the Effective Date, AHM will utilize pre-existing dealer communication and interface methods to roll out a Dealership Assistance and Assessment Program (the “DAAP”) that is not intended to supplant or replace usual service processes and procedures but rather to direct its independent, authorized dealerships and their technicians to implement additional service strategies as described below.

- (a) As to training, for new and preexisting materials, AHM will:
 - (i) Create (or supplement existing training materials as necessary with) appropriate, robust training materials (video and/or self-study training materials similar to, *e.g.*, Distance Learning ELWO3 for Service Bulletins 120-058 and A20-049) on how to diagnose and address recurring Infotainment System issues;
 - (ii) Make such training materials available online to authorized, independent dealers for twenty-four (24) months after the Effective Date;
 - (iii) Implement a process by which dealers' service technicians can complete / access the training materials;
 - (iv) Issue Service News updates that contain Frequently Asked Questions (FAQs) with answers concerning commonly seen Infotainment System issues; and
 - (v) Train District Service Managers to familiarize them with the DAAP and training video.

- (b) As to service, through Service News articles and other existing dealer communication channels, AHM will implement a process for dealer service technicians to:
 - (i) Troubleshoot Infotainment System issues using appropriate tools and written materials;
 - (ii) Confirm that the latest OTA has been installed in a Settlement Class Vehicle brought in for Infotainment-System-related service, and, if it has not been installed, install the latest OTA;

- (iii) If the Infotainment symptoms described by a Settlement Class Member are listed in the “Symptom” section of an applicable Service Bulletin, perform the countermeasures/updates specified therein (*e.g.*, including installing the applicable FAKRA service housing/connector set and/or replacing or otherwise providing an efficacious countermeasure for the gauge control module for 2019 Acura RDX vehicles as necessary);
- (iv) Perform any other customer-approved repairs, warranty service, recalls or product updates (as applicable);
- (v) Otherwise attempt to address the Settlement Class Member’s concerns; and
- (vi) Report unresolved concerns through Tech-Line, and to encourage the Settlement Class Member to identify any unresolved concern in the Infotainment System Online Resource.

3.7 At the end of each calendar quarter during the 24-month period after the Effective Date, AHM will provide an update to Class Counsel confirming that AHM continues to perform the activities identified in the DAAP. After the 24-month period, AHM may in its sole discretion decide to continue to offer any or all of the activities identified in the DAAP.

C. Extended Warranty

3.8 Effective no later than the Effective Date, AHM will provide the Extended Warranty for Infotainment System Symptoms. If any Settlement Class Member incurs out-of-pocket repair expenses for Infotainment System Symptoms because the NVLW expired prior to the date the Extended Warranty takes effect, such Settlement Class Members shall be entitled to reimbursement from AHM for properly-reimbursable, actual out-of-pocket expenses that would otherwise have been covered under the NVLW / Extended Warranty by filing a claim pursuant to

Section IV.D.

3.9 The Extended Warranty follows the Settlement Class Vehicles and is not personal to any owner or lessee.

3.10 Settlement Class Vehicles will continue to be eligible for product updates, market actions, recalls and any additional warranty extensions that AHM may make available in its sole discretion as a result of its continuous improvement process for Infotainment Systems in the Settlement Class Vehicles. AHM will continue to monitor the quality of the Infotainment Systems in Settlement Class Vehicles.

3.11 AHM will continue to work in good faith to improve, as needed, the performance of the Infotainment Systems of Settlement Class Vehicles during the Warranty and Extended Warranty periods, including providing OTAs to the Settlement Class Members free of charge as the need arises.

3.12 Settlement Class Vehicles will continue to receive free OTAs for the Infotainment System as they become available, at least through the duration of the Extended Warranty period. If there are any Settlement Class Vehicles for which OTAs are not an option due to a lack of internet connectivity, the owners of these Settlement Class Members are eligible to bring their Settlement Class Vehicles to an authorized dealership to have the OTA installed.

3.13 The Extended Warranty shall automatically apply to all Settlement Class Vehicles no later than the Effective Date. Settlement Class Members are not required to file a Claim Form to receive the Extended Warranty.

3.14 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 as it relates to the Infotainment Systems, except as specifically modified herein. Nothing in this Settlement

Agreement will be construed as adding to, diminishing or otherwise affecting any express or implied warranty, duty or contractual obligation of AHM in connection with the Settlement Class Vehicles, except as it relates to the Infotainment Systems as set forth herein.

3.15 AHM may continue to implement any additional customer satisfaction or goodwill policy, program or procedure at its discretion, and may extend goodwill consideration to individual Settlement Class Members on a case-by-case basis, except that in no case shall a Settlement Class Member obtain more than one recovery or benefit (*e.g.*, any goodwill or other payment will reduce or eliminate the right to recover for the same benefit previously provided) for any incident involving an Infotainment System during the Extended Warranty for any Settlement Class Vehicle.

D. Delayed Warranty Repair Visit Benefit

3.16 Settlement Class Members who made Delayed Warranty Repair Visits prior to the Notice Date will be eligible to receive two (2) years of AcuraLink Security Service (\$89 value per year) (the “Benefit”) for their Settlement Class Vehicle, provided AHM’s warranty database shows they made more than one visit to an authorized Acura 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.”

3.17 AHM will identify individual Settlement Class Members who made Delayed Warranty Repair Visits as identified in AHM’s warranty database. Such individual Settlement Class Members will be mailed or emailed (as appropriate) the Notice and Claim Form attached as Exhibit D, which Notice will inform the individual Settlement Class Members of their right to submit a valid Claim Form to receive the Benefit.

E. Related Service Visit Benefit

3.18 Settlement Class Members who, on or before the Notice Date of this 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”) shall as of the Effective Date automatically be entitled to the 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.”

3.19 AHM will identify individual Settlement Class Members who made Related Service Visits as identified in AHM’s warranty database. Such individual Settlement Class Members will be mailed or emailed (as appropriate) the Notice and Claim Form attached as Exhibit C, which Notice will inform the individual Settlement Class Members of their right to receive this Benefit as of the Effective Date. Settlement Class Members who do not desire to receive the Benefit can contact AHM at a toll-free number or by email address provided on the Claim Form.

F. Rules Applicable To The Benefit

3.20 If a Settlement Class Member already subscribes to the AcuraLink Security service, the Settlement Class Member can tack on AcuraLink Security Service for an additional two (2) years starting when their paid-for service expires.

3.21 The Benefit shall not be transferable to subsequent owners except as otherwise provided in the pre-existing terms of service.

3.22 Settlement Class Members can receive a maximum of one Benefit per Settlement Class Vehicle.

G. Compensation for Certain Out-of-Pocket Costs Related to Delayed Warranty Claims

3.23 Settlement Class Members who incurred qualified out-of-pocket costs directly

resulting from Delayed Warranty Repairs are eligible to file Claims (using a Claim Form substantially similar to the form attached as Exhibit D) for reimbursement of such costs when the settlement becomes Final.

3.24 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.

3.25 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.

3.26 Settlement Class Counsel shall have the right to reasonably audit denials by the Settlement Administrator of Claims made under this Section.

V. SETTLEMENT ADMINISTRATION

A. Costs of Administration and Notice

4.1 The Parties agree that AHM shall serve as Settlement Administrator, subject to the approval of the Court and with the input of Class Counsel, to administer specific components of the settlement, including providing Notice, processing Claim Forms, issuing the Benefit and/or reimbursement to Settlement Class Members, creating and maintaining the Settlement Website and maintaining the Infotainment System Online Resource.

4.2 AHM shall be responsible for all costs of Notice and settlement administration. Named Plaintiffs, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

B. Notice Plan and Settlement Website; CAFA Notice

4.3 The Settlement Administrator will be responsible for implementing the Notice Plan, creating and maintaining the Settlement Website, causing the Infotainment System Online Resource to be posted on the Acura Owners Link website page after the settlement is Final, and providing the CAFA Notice.

4.4 The Settlement Administrator shall be responsible for providing notice substantially similar to the Notice attached as Exhibit B and Claim Forms attached as Exhibit C or D (as applicable) to the persons on the Class List (which shall be run through the National Change of Address database to update addresses before the Notice is sent) and shall undertake various administrative tasks, including without limitation: (1) mailing or arranging for the mailing by first-class mail, postage prepaid of the Notice and Claim Forms from the information compiled from the Class List to each person on the Class List; (2) emailing to each person on the Class List the Notice and Claim Forms if email addresses are available and requisite consent has been obtained; (3) the creation and maintenance of the Infotainment System Online Resource; (4) developing processes and procedures for handling deficient Claim Forms and returned mail; (5) providing to Class Counsel and AHM Counsel within ten (10) days of receipt copies of notices of intention to appear at the Final Approval Hearing and requests for exclusion from the Settlement Class; (6) preparing an Opt-Out list of the Settlement Class Members requesting exclusion and submitting an affidavit to the Court before the Final Approval Hearing attesting to the accuracy of that list; (7) preparing a list of all persons who submitted objections to the settlement and submitting an affidavit to the Court attesting to the accuracy of that list; (8) maintaining a mailing address to

which Settlement Class Members can send requests for exclusion, objections, Claim Forms and other correspondence; (9) processing Claim Forms submitted; and (10) creation and maintenance of the Settlement Website.

4.5 Among other things, the Notice will explain the alleged issues or symptoms with the Infotainment System that are the subject of the Litigation, the benefits of the settlement and how to obtain such benefits, describe the Infotainment System that is the subject of this settlement, and direct Settlement Class Members to the Settlement Website for more information.

4.6 If Notice to a Settlement Class Member is returned undelivered and a forwarding address is provided, the Settlement Administrator will re-send the Notice to that Settlement Class Member one additional time.

4.7 AHM will notify Authorized Honda and Acura Dealers about the proposed settlement after preliminary approval is granted. By no later than the Effective Date, AHM will notify Authorized Honda and Acura Dealers about the Infotainment System Online Resource on the Acura Owners Link website page, DAAP, and the Extended Warranty via AHM's notification system.

4.8 The Settlement Administrator will establish and maintain the Settlement Website that will make available documents relating to the settlement (including the Notices and Claim Forms) available for download. Within fourteen (14) days of the entry of the Preliminary Approval Order, the Settlement Administrator will post the required documents on the Settlement Website.

4.9 During the Claims Period, the Settlement Administrator will post on the Settlement Website a toll-free telephone number that will be staffed during normal business hours with live operators who can answer questions about and provide information to Settlement Class Members

regarding the settlement, as well as, provide the Notices and Claim Forms to any Settlement Class Member upon request.

4.10 The Settlement Administrator, upon request, will provide available information to Class Counsel on a monthly basis as to the number of Claims submitted, the amount of each Claim, and (after the Effective Date) Claims decisions so that Class Counsel may monitor and/or audit the claims process.

4.11 In compliance with the attorney general notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, AHM shall cause notice of this proposed settlement to be sent to the Attorney General of the United States, and the attorneys general of each state in which a Settlement Class Member resides (“CAFA Notice”), which shall be without material alteration from Exhibit E attached hereto.

4.12 Within fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide information to the Court, with a copy to Class Counsel, describing that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court.

C. Claim Procedure—Benefit

4.13 Settlement Class Members who believe they are eligible for the Benefit under the Settlement Agreement (but who have not been notified that they are automatically eligible for the Benefit) must send the Settlement Administrator a completed copy of the Claim Form, and either include proof showing that they are eligible for the specific Benefit or request AHM review its records to determine whether the Settlement Class Member is eligible for the Benefit, postmarked during the Claims Period.

D. Claim Procedure—Compensation for Out-of-Pocket Costs

4.14 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.

4.15 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 2019 or 2020 Acura RDX. 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.

E. Claims Processing

4.16 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 Benefit and/or out-of-pocket expense reimbursement (as applicable).

4.17 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.

4.18 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.

4.19 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.

4.20 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 in paragraph 4.21 below.

4.21 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.

4.22 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).

4.23 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.

F. Objections and Requests for Exclusion

4.24 The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the settlement to file any objection via the Court's electronic filing system (if represented by counsel) or to send the objection to the Settlement Administrator and mail a copy to AHM's Counsel and Class Counsel via first-class

postage prepaid mail. Objections must be filed electronically or postmarked not later than a date to be set by the Court, which date the Parties shall ask the Court to set forty-five (45) days after the Notice Date. Any objecting Settlement Class Member must:

- (a) Set forth his, her, or its full name, current address, and telephone number;
- (b) Identify the date of acquisition and VIN for his, her, or its Settlement Class Vehicle;
- (c) State that the objector has reviewed the Settlement Class definition and understands that he, she, or it is a Settlement Class Member, as well as provide written proof establishing that he, she, or it is a Settlement Class Member;
- (d) A written statement of the objection(s) which must include a statement as to whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention;
- (e) Provide copies of any documents the objector wants the Court to consider; and
- (f) A statement as to whether the Settlement Class Member intends to appear at the final approval hearing.

4.25 In addition, any Settlement Class Member objecting to the settlement shall file a sworn declaration listing all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, or it shall affirmatively so state in the objection.

4.26 An objection must be filed with the Court if the objector is represented by counsel, or if not represented by counsel, must be sent to the Settlement Administrator via first-class mail, postage prepaid, and must also be served by first-class mail, postage prepaid, upon both of the following:

AHM's Counsel at:
Livia M. Kiser
Michael B. Shortnacy
KING & SPALDING LLP
633 W. 5th Street, Suite 1600
Los Angeles, California 90071

Class Counsel at:
Sean R. Matt
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, Washington 98101

4.27 Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to argue why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel Fees and Expenses Award and/or Services Awards. Any such objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Final Approval Hearing by the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, or who has not filed an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and

the Notice, will be deemed to have waived any objections to the settlement, subject to the discretion of the Court.

4.28 The submission of an objection allows Class Counsel and/or AHM's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

4.29 Settlement Class Members may exclude themselves from the settlement (*i.e.*, "Opt-Out"), relinquishing their rights to any benefits under the Settlement Agreement. A Settlement Class Member wishing to exclude himself, herself or itself must send the Settlement Administrator a letter postmarked by a date to be set by the Court, which date the Parties shall request the Court set forty-five (45) days after the Notice Date, containing: (1) the Settlement Class Member's name, current address, and telephone number; (2) the approximate date of acquisition and VIN for his, her, or its Settlement Class Vehicle; and (3) a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before the deadline provided in the Notice. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. Class Counsel will confirm the participation of the Named Plaintiffs in the settlement in advance of execution of the Settlement Agreement.

4.30 Any Settlement Class Member who submits a request for exclusion with a timely

postmark has no standing to object to the settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void. If a Settlement Class Member opts out and files a separate action based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be deemed to be a member of the Settlement Class and his, her, or its claims shall be deemed Released Claims.

4.31 Not later than fourteen (14) days after the deadline for submission of requests for exclusion, the Settlement Administrator shall provide the Court, Class Counsel, and AHM's Counsel with a list identifying each Settlement Class Member who submitted an exclusion request together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

VI. SETTLEMENT APPROVAL PROCESS

A. Preliminary Approval of Settlement

5.1 Promptly after the execution of this Settlement Agreement, Named Plaintiffs shall present this Settlement Agreement to the Court, along with a motion requesting that the Court issue a Preliminary Approval Order, which shall be without material alteration from Exhibit A attached hereto.

B. Final Order and Judgment

5.2 If this Settlement Agreement is preliminarily approved by the Court, Named Plaintiffs shall present a motion requesting that the Court issue a Final Order and Judgment directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b) which shall be without material alteration from Exhibit F attached hereto.

C. Class Counsel's Fees and Expenses Award and Named Plaintiffs' Service Awards

5.3 AHM agrees to pay reasonable attorneys' fees and expense reimbursement to Class Counsel and reasonable service awards to the Named Plaintiffs, as approved by the Court, and as consistent with the provisions of this Settlement Agreement. The Parties have not yet agreed on reasonable amounts for attorneys' fees and reimbursable litigation expenses to be paid to Class Counsel (the "Class Counsel Fees and Expenses Award"). The Parties also have not yet agreed on appropriate amounts for Service Awards for the Named Plaintiffs. The Parties continue to negotiate to reach agreement on Class Counsel Fees and Expenses Award as well as agreement on the amounts of the Service Awards. If the Parties are unable to reach agreement informally, the Parties will attempt to narrow the dispute(s) as much as possible and Plaintiffs will apply to the Court for: (1) an order awarding the Class Counsel Fees and Expenses Award; and (2) for an order awarding Service Awards, either or both of which AHM may oppose.

5.4 Class Counsel will apply to the Court for the total amount of Class Counsel Fees and Expenses Award and Service Awards concurrently with the submission of their motion in support of the Final Order and Judgment. In no event will AHM pay Class Counsel Fees and Expenses or Service Awards approved by the Court (a) prior to the Effective Date; and/or (b) prior to the date that the order(s) awarding the Class Counsel Fees and Expenses and/or Service Awards become Final, whichever is later.

5.5 The Class Counsel Fees and Expenses Award and Service Awards will be paid separate and apart from any relief provided to the Settlement Class pursuant to this Settlement Agreement. Within fourteen (14) days after the Effective Date, provided that the order(s) awarding Class Counsel Fees and Expenses and/or Service Awards have become Final, and provided that Class Counsel has provided AHM with requisite W-9s and completed wire transfer forms, AHM

shall pay, by wire transfer to the trust account of Hagens Berman Sobol Shapiro, LLP (“Class Counsel Payee”), the Class Counsel Fees and Expenses and Service Awards.

5.6 Any order or proceedings relating to the Class Counsel Fees and Expenses Award and/or Service Awards, or any appeal from any order related thereto or reversal or modification thereof, will not operate to terminate or cancel this Settlement Agreement, or effect or delay the Effective Date of this Settlement Agreement as it relates to benefits conferred to Settlement Class Members, provided that the Settlement Agreement is otherwise in all respects Final, except as otherwise set forth herein.

5.7 Class Counsel agree that upon payment by AHM of the Class Counsel Fees and Expenses Award and Service Awards as approved by the Court, pursuant to wire transfer information provided by Class Counsel, AHM’s obligations to Class Counsel and Named Plaintiffs for Class Counsel Fees and Expenses Award and Service Awards shall be fully satisfied and discharged.

VII. RELEASE BY NAMED PLAINTIFFS AND SETTLEMENT CLASS MEMBERS

6.1 Upon the Effective Date, the Litigation shall be dismissed with prejudice and all Released Claims of Named Plaintiffs and the Settlement Class shall be released, and the Named Plaintiffs and each Settlement Class Member shall be deemed to have, and by operation of the Final Order and Judgment shall have, released, waived, and forever discharged the Releasees from all Released Claims.

6.2 In return for the consideration provided in the Settlement Agreement, the Named Plaintiffs, on their behalf and on behalf of all other Settlement Class Members, shall as of the Effective Date release, acquit and forever discharge the Releasees from the Released Claims.

6.3 Named Plaintiffs, on their own behalf and on behalf of all other Settlement Class Members agree, covenant and acknowledge that they shall not now or hereafter initiate, participate in, maintain, or otherwise bring any claims, either directly or indirectly, derivatively, on their own behalf, or on behalf of the Settlement Class Members or the general public, or any other person or entity, against the Releasees based on the Released Claims, regardless of whether such claims accrue after the Settlement Agreement is approved.

6.4 As of the Effective Date, Plaintiffs and the Settlement Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Released Claims against the Releasees.

6.5 Named Plaintiffs acknowledge that they, Class Counsel, and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Litigation and the Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release all such claims, without regard to the subsequent discovery or existence of different additional facts. Named Plaintiffs and Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 (and other, similar state statutes), which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Named Plaintiffs understand and acknowledge on behalf of themselves and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of

any other applicable federal or state law relating to limitations on releases. Each Settlement Class Member also hereby expressly waives and fully, finally and forever settles and releases any and all Released Claims it may have against the Releasees under § 17200, et seq., of the California Business and Professions Code.

6.6 Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this settlement or any order entered in connection therewith shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

VIII. MISCELLANEOUS PROVISIONS

A. Best Efforts

7.1 Named Plaintiffs, AHM and Class Counsel agree to use their best efforts to obtain Court approval of this settlement, subject to AHM's rights to terminate this settlement as provided herein.

B. Effect of Exhibits

7.2 The exhibits to this Settlement Agreement are an integral part of the settlement and are expressly incorporated and made a part of this Settlement Agreement.

C. Not Evidence

7.3 This settlement, whether or not it shall become Final, and any and all negotiations, communications, and discussions associated with it, shall not be:

- (a) Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of

the truth of any fact alleged by Named Plaintiffs, of the validity of any Released Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault or wrongdoing on the part of Named Plaintiffs, AHM or any Releasee;

- (b) Offered or received by or against Named Plaintiffs or AHM as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule or regulation or of any liability or wrongdoing by AHM or any Releasee or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;
- (c) Offered or received by or against Named Plaintiffs, AHM or any Releasee as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault or wrongdoing; or in any way referred to for any other reason against AHM or any Releasee, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, then Named Plaintiffs or AHM may refer to it to enforce their rights hereunder; or

- (d) Construed as an admission or concession by Named Plaintiffs, the Settlement Class, AHM or any Releasee that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.
- (e) These prohibitions on the use of this settlement shall extend to, but are not limited to, any Settlement Class Member who opts-out of the settlement pursuant to Section V.F. above.

D. Entire Agreement

7.4 This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom enforcement of the Settlement Agreement is sought.

E. Arm's-Length Negotiations and Good Faith

7.5 The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length, including with the assistance and involvement of a neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the settlement administration process.

F. Confirmatory Discovery

7.6 AHM will provide confirmatory discovery to Class Counsel and a mutually-agreeable technical expert sufficient to show the efficacy of the countermeasures designed to resolve Infotainment System Symptoms and issues in Settlement Class Vehicles set forth in, *inter alia*, NHTSA-approved recalls, market actions and product updates; OTAs; and service bulletins; to further explain the efficacy and scope of the Extended Warranty; and otherwise work with Class Counsel and AHM on confirmatory discovery in good faith.

G. Continuing Jurisdiction

7.7 The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

H. Binding Effect of Settlement Agreement

7.8 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, heirs, successors, and assigns.

I. Governing Law

7.9 The Settlement Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of California, without giving effect to that state's choice-of-law principles. However, the Parties acknowledge that federal law (including Fed. R. Civ. P. 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues such as any petition for Class Counsel Fees and Expenses Award and Service Awards.

J. Construction of Settlement Agreement Terms

7.10 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after arm's length negotiation, with consideration by and

participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the Settlement Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter.

K. Confidentiality Agreements

7.11 Class Counsel agree to return or destroy all information and materials obtained from AHM and any Releasee or third party in connection with the Litigation and the settlement that AHM the Releasee or third party has in good faith designated to be confidential, including any copies made thereof, within thirty (30) days after the Effective Date and to retain no copies thereof. All agreements made and orders entered during the Litigation relating to the confidentiality of information will survive the Settlement Agreement.

L. Extensions of Time

7.12 The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

M. Authority to Execute Settlement Agreement

7.13 The individual signing this Settlement Agreement on behalf of AHM represents that he or she is fully authorized to enter into, and to execute, this Settlement Agreement on AHM's

behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for AHM on behalf of the Named Plaintiffs, and expressly to enter into, and to execute, this Settlement Agreement on behalf of each of the Named Plaintiffs and the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

N. Further Authority

7.14 Class Counsel, on behalf of the Named Plaintiffs and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this settlement to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate. Class Counsel represents and warrants it has authority to execute this Settlement Agreement on behalf of every Named Plaintiff as if each Named Plaintiff individually had signed this Settlement Agreement him or herself.

O. Termination

7.15 AHM has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this settlement to the Named Plaintiffs or to the Settlement Class Members, if any of the following conditions subsequent occurs:

- (a) The Court fails to enter the [Proposed] Preliminary Order in a form materially consistent with Exhibit A to this Settlement Agreement;
- (b) The Parties fail to obtain and maintain preliminary approval of the proposed settlement;
- (c) The Court requires a notice program in any form materially different from the Notice Plan specifically set forth in Section V and attached Exhibit B;

- (d) If the Parties come to an agreement as to the amount of Class Counsel Fees and Expenses Award and/or Services Awards but the Court awards additional compensation to Class Counsel and/or to Named Plaintiffs beyond the amounts agreed to by the Parties;
- (e) The Court fails to enter a Final Judgment materially consistent with the provisions in Section VI;
- (f) The Settlement does not become Final for any reason;
- (g) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- (h) The total number of timely and valid requests for exclusion exceeds five (5) percent of the total number of Settlement Class Members.

7.16 In the event that the above right to cancel or terminate is exercised, then AHM shall have no further obligations under this Settlement Agreement to Settlement Class Members or Named Plaintiffs and shall have the right to terminate the entire settlement and declare it null and void.

7.17 The failure of the Court or any appellate court to approve in full the request by Class Counsel for Class Counsel Fees and Expenses Award and Services Awards shall not be grounds for Named Plaintiffs the Settlement Class, or Class Counsel to terminate or cancel the Settlement Agreement or proposed settlement.

7.18 If the Settlement is not finally approved, is not upheld on appeal, or otherwise does not become Final or any reason, then the Settlement Class shall be decertified, the settlement and all negotiations, proceedings, and documents prepared, and statements made in connection

therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law; and all Parties shall stand in the same procedural posture as if the settlement had never been negotiated, made or filed with the Court.

P. Full and Final Agreement

7.19 The Settlement Agreement constitutes the entire agreement among the Parties and no other representations, warranties or inducements have been made to any party concerning the Settlement Agreement.

7.20 The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Parties agree that the terms of the settlement reflect a good faith settlement of the Claims asserted by Named Plaintiffs and the Settlement Class reached voluntarily after consultation with experienced legal counsel. The Parties deem this settlement to be fair and reasonable and have arrived at this settlement in arms-length negotiations taking all relevant factors, present or potential, into account.

Q. Headings

7.21 The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

R. Severability

7.22 In the event that any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this settlement shall continue in full force and effect without said provision to the extent AHM does not execute its right to terminate under Section VIII.O.

S. Notices

7.23 All notices or formal communications under this Settlement Agreement shall be in writing and shall be given by electronic mail and (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; or (iii) overnight courier to counsel for the Party to whom the notice is directed at the following addresses:

For Named Plaintiffs and the Settlement Class:

Plaintiffs and Settlement Class Counsel at:

Jeffrey S. Goldenberg
GOLDENBERG SCHNEIDER, LPA
4445 Lake Forest Drive, Suite 490
Cincinnati, Ohio 45242

For AHM:

AHM's Counsel at:

Livia M. Kiser
Michael B. Shortnacy
KING & SPALDING LLP
633 W. 5th Street, Suite 1600
Los Angeles, California 90071

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

T. Cost and Expenses.

7.24 Except as provided in this Settlement Agreement regarding (1) the payment of the Settlement Administrator; and (2) the Class Counsel Fees and Expenses Award and Service Awards (subject to approval of the Court); each of the Named Plaintiffs, Class Counsel and AHM shall be responsible for his, her, or its own costs and expenses.

U. Taxes

7.25 Named Plaintiffs and Class Counsel shall be responsible for paying any and all

federal, state and local taxes due on any payments made to them pursuant to this settlement.

V. Communications

7.26 AHM reserves the right to communicate with its customers, business contacts, and members of public, including Settlement Class Members, in the ordinary course of business. Class Counsel and Named Plaintiffs hereby agree not to engage in any communications with the media, the press, on the internet, or in any public forum, either orally or in writing, that undermine or contradict the settlement or any of its terms.

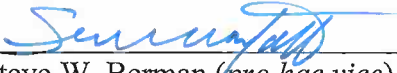
W. Counterparts

7.27 This Settlement Agreement may be executed in one or more counterparts and the execution in counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

IN WITNESS WHEREOF, the Parties hereby execute, and cause this Settlement Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

Dated: April 23, 2021

HAGENS BERMAN SOBOL SHAPIRO LLP, on behalf
of Class Counsel and each Named Plaintiff

By  _____
Steve W. Berman (*pro hac vice*)
Sean R. Matt (*pro hac vice*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, Washington 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslw.com
sean@hbsslw.com

Christopher R. Pitoun (SBN 290235)
HAGENS BERMAN SOBOL SHAPIRO LLP
301 North Lake Avenue, Suite 920
Pasadena, California 91101
Telephone: (213) 330-7150
Facsimile: (213) 330-7152
christopherp@hbsslaw.com

Jeffrey S. Goldenberg (*pro hac vice*)
Todd Naylor (*pro hac vice*)
GOLDENBERG SCHNEIDER, LPA
4445 Lake Forest Drive, Suite 490
Cincinnati, Ohio 45242
Telephone: (513) 345-8291
Facsimile: (513) 345-8294
jgoldenberg@gs-legal.com
tnaylor@gs-legal.com

John C. Weisensell (*pro hac vice*)
NIEKAMP, WEISENSELL, MUTERSBAUGH &
MASTRANTONIO LLP
23 South Main Street, Third Floor
Akron, Ohio 44308
Telephone: (330) 434-1000
Facsimile: (330) 434-1001
jack@nwm-law.com

Attorneys for Plaintiffs

Dated: April __, 2021

American Honda Motor Co., Inc.

By: _____

Its: _____

Dated: April __, 2021

Approved as to form by:

KING & SPALDING LLP

By _____
Livia M. Kiser (SBN 285411)

633 W. 5th Street, Suite 1600
Los Angeles, California 90071
Telephone: (213) 443-4355
Facsimile: (213) 443-4310
lkiser@kslaw.com

Michael B. Shortnacy (SBN 277035)
KING & SPALDING LLP
633 W. 5th Street, Suite 1600
Los Angeles, California 90071
Telephone: (213) 443-4355
Facsimile: (213) 443-4310
mshortnacy@kslaw.com

Andrew J. Chinsky (*pro hac vice*)
KING & SPALDING LLP
353 N. Clark Street, 12th Floor
Chicago, Illinois 60622
Telephone: (312) 995-6333
Facsimile: (312) 995-6330
achinsky@kslaw.com

*Attorneys for Defendant
American Honda Motor Co., Inc.*

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JIMMY BANH et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC, a California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[The Honorable R. Gary Klausner]

**AMENDED [PROPOSED]
PRELIMINARY APPROVAL
ORDER**

1 The parties to the above-captioned litigation (the “Litigation”) have
2 entered into a Class Action Settlement Agreement and Release, together with
3 exhibits (collectively, the “Settlement Agreement”), that sets forth the terms and
4 conditions for a proposed settlement, which if approved by the Court, would fully
5 and finally resolve this proposed class action. The Settlement Agreement was
6 submitted to this Court on _____ (Dkt. # _). Unless otherwise defined herein,
7 terms and phrases in this Order shall have the same meaning as ascribed to them
8 in the Settlement Agreement, which is incorporated herein by reference.

9 Plaintiffs have filed a motion for preliminary approval of the Settlement
10 Agreement and for an order directing dissemination of class notice, which
11 Defendant American Honda Motor Co., Inc., (“AHM”) does not oppose. The
12 motion came for hearing on _____, at _____, before the undersigned.

13 The Court has read and considered the Settlement Agreement including
14 the Notices and Claim Forms, has considered the submissions in support of the
15 preliminary approval motion and the pleadings and other papers on file in this
16 action, and has heard the statements and presentations of counsel at the hearing
17 on this motion, and finds there is sufficient basis for: (1) granting preliminary
18 approval of the Settlement Agreement; (2) preliminarily certifying a class for
19 settlement purposes; (3) appointing Named Plaintiffs as “Settlement Class
20 Representatives” and their counsel as Class Counsel for the Settlement Class; (4)
21 directing that Notice be disseminated to the Settlement Class Members; and (5)
22 setting a Final Approval Hearing at which the Court will consider whether to
23 grant final approval of the proposed settlement and Settlement Agreement.

24 //

25 //

26 //

27 //

28

1 The Court now GRANTS the motion for preliminary approval and makes
2 the following findings and orders:

3 1. Pursuant to Federal Rule of Civil Procedure 23, the Court
4 preliminarily certifies, for settlement purposes only, a Settlement Class defined
5 as follows:

6 All current owners and lessees of the 2019-2020 Acura RDX (each a
7 “Settlement Class Vehicle”), who reside in, and who purchased or
8 leased their vehicles (other than for purposes of resale or distribution)
9 in, the United States, Puerto Rico, and all United States territories, as
10 well as former owners and lessees of Settlement Class Vehicles who
11 submit a Claim. The Settlement Class also includes all United States
12 military personnel who purchased a Settlement Class Vehicle during
13 military duty.

14 Excluded from the stipulated Settlement Class are: (1) AHM; (2) any
15 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a
16 controlling interest; (4) any officer, director, or employee of AHM; (5) any
17 successor or assign of AHM; (6) any Judge to whom the Litigation is assigned;
18 (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale;
19 (8) any owners or lessees of Settlement Class Vehicles that were not distributed
20 for sale or lease in the United States, Puerto Rico, or other United States
21 territories; (9) any former owner or lessee who does not file a Claim pursuant to
22 the settlement; and (10) any person who has resolved or otherwise released their
23 claims as of the date of the settlement.

24 2. The preliminary certification of the Settlement Class and the
25 Litigation as a class action is for settlement purposes only and shall be terminated
26 and without further force or effect and without prejudice to either party in
27 connection with any future proceedings in the Litigation, including any future
28

1 motion with respect to class certification, if: (1) the Court fails to approve the
2 Settlement Agreement as written or if on appeal the Court's approval is reversed
3 or substantially modified; or (2) the Final Approval Order and Judgment is not
4 entered by the Court or is reversed or substantially modified on appeal or
5 otherwise fails for any reason.

6 3. For settlement purposes only, the Court appoints as Settlement Class
7 Representatives Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha,
8 George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman,
9 John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Sriarthik
10 Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, and
11 their counsel, Hagens Berman Sobol Shapiro, LLP, and Goldenberg Schneider,
12 LPA, as Class Counsel.

13 4. The Court preliminarily approves the settlement and Settlement
14 Agreement as sufficiently fair, reasonable, and adequate to warrant dissemination
15 of Notice of the proposed settlement to the Settlement Class, the posting of the
16 Notice on the settlement website (the Settlement Website), and the scheduling of
17 a Final Approval Hearing.

18 5. The Court further finds that the Settlement Agreement contains no
19 obvious deficiencies and that the parties entered into the settlement in good faith,
20 following arm's length negotiation between their respective counsels facilitated
21 by a well-respected and independent mediator.

22 6. Solely for the purpose of implementing this Settlement Agreement
23 and effectuating the settlement, AHM shall be appointed as Settlement
24 Administrator.

25 7. The Settlement Administrator shall administer this settlement in
26 accordance with the Settlement Agreement and the Notice Plan therein, and this
27 Order, and AHM will bear all costs and expenses related to the administration of
28

1 this settlement.

2 8. The Settlement Administrator shall be responsible for providing
3 notice to the Settlement Class in accordance with the Notice Plan set forth in the
4 Settlement Agreement and this Order, and shall assist with various administrative
5 tasks, including, without limitation: (1) mailing or arranging for the mailing by
6 first-class mail, postage prepaid of the Notice and Claim Forms from the
7 information compiled from the Class List to each person on the Class List; (2)
8 emailing to each person on the Class List the Notice and Claim Forms if email
9 addresses are in the possession of AHM and requisite consent has been obtained;
10 (3) the creation and maintenance of the Infotainment System Online Resource;
11 (4) developing processes and procedures for handling deficient Claim Forms and
12 returned mail; (5) providing to Class Counsel and AHM Counsel within ten (10)
13 business days of receipt copies of notices of intention to appear at the Final
14 Approval Hearing and requests for exclusion from the Settlement Class; (6)
15 preparing an Opt-Out list of the Settlement Class Members requesting exclusion
16 and submitting an affidavit to the Court before the Final Approval Hearing
17 attesting to the accuracy of that list; (7) preparing a list of all persons who
18 submitted objections to the settlement and submitting an affidavit to the Court
19 attesting to the accuracy of that list; (8) maintaining a mailing address to which
20 Settlement Class Members can send requests for exclusion, objections, Claim
21 Forms and other correspondence; (9) processing Claim Forms submitted; and
22 (10) creation and maintenance of the Settlement Website.

23 9. The Court hereby approves the form of the Notices, without material
24 alteration from Exhibit B annexed to the Settlement Agreement, and the
25 procedure for disseminating Notice to the proposed Settlement Class as set forth
26 in the Notice Plan. The Court finds that the mailed and emailed Notices and the
27 Notices posted on the Settlement Website inform the Settlement Class Members
28

1 of the material terms of the Settlement Agreement and their rights and
2 responsibilities in connection with the settlement, and: (1) is the best practicable
3 notice; (2) is reasonably calculated, under the circumstances, to apprise
4 Settlement Class Members of the pendency of the Litigation and of their right to
5 object or to exclude themselves from the proposed settlement; (3) is reasonable,
6 and constitutes due, adequate, and sufficient notice to all persons entitled to
7 receive notice; and (4) meets all applicable requirements of Due Process and
8 applicable law.

9 10. Pursuant to Rule 23(c)(2)(B) and Rule 23(e), the Court orders that
10 the Settlement Administrator mail the appropriate Notice via postage prepaid first
11 class U.S. mail to the persons on the Class List, and email the appropriate Notice
12 to those persons for whom email addresses are in the possession of AHM and
13 requisite consent has been obtained, and that such mailing and emailing be
14 completed no later than 120 days after the entry of this order. The Notice shall
15 be accompanied by Claim Forms that do not materially differ from the forms
16 annexed as Exhibits C and D to the Settlement Agreement. AHM shall obtain
17 from R.L. Polk & Co. (n/k/a IHS Markit), Experian, or a similar entity, the most
18 currently available names and addresses of all current and former owners and
19 lessees of Settlement Class Vehicles in order to begin developing the Class List
20 so as to provide prompt Notice to Class Members after Preliminary Approval of
21 the Settlement.

22 11. The Court further orders the posting of the Notices and Claim Forms
23 on the Settlement Website within fourteen (14) days of the entry of this Order.
24 The Court further orders the Settlement Administrator to file with the Court proof
25 of mailing of the Notices and publication of both the Notices and Claim Forms
26 on the Settlement Website at or before the Final Approval Hearing.

27 12. The Court orders each Settlement Class Member who has not
28

1 submitted a timely request for exclusion from the Settlement Class and who
2 wishes to object to the fairness, reasonableness or adequacy of this Settlement
3 Agreement or the proposed settlement or to the Class Counsel Fees and Expenses
4 Award to: (1) file any objection via the Court’s electronic filing system (if
5 represented by counsel), or mail to the Settlement Administrator, and serve upon
6 Class Counsel and AHM’s Counsel at the addresses listed on the Notice, (2)
7 postmarked no later than forty-five (45) days after the Notice Date (“Objection
8 Deadline”), (3) a statement of the objection signed by the Settlement Class
9 Member and containing all of the following information:

- 10 (a) the objector’s full name, current address, and telephone number;
- 11 (b) identify the approximate date of acquisition and Vehicle
12 Identification Number for his, her, or its Settlement Class Vehicle;
- 13 (c) state that the objector has reviewed the Settlement Class definition
14 and understands that he, she, or it is a Settlement Class Member;
- 15 (d) provide a written statement of all grounds for the objection
16 accompanied by any legal support for such objections;
- 17 (e) provide copies of any papers, briefs, or other documents upon which
18 the objection is based; and
- 19 (f) provide a statement of whether the objector intends to appear at the
20 Final Approval Hearing.

21 13. In addition, any Settlement Class Member objecting to the
22 settlement shall provide a list of all other objections submitted by the objector
23 and/or by the objector’s counsel to any class action settlements submitted in any
24 state or federal court in the United States in the previous five (5) years. If the
25 Settlement Class Member or his, her, or its counsel has not objected to any other
26 class action settlement in the previous five years, he, she, or it shall affirmatively
27 so state in the objection.
28

1 14. No later than fourteen (14) days after the deadline for submission of
2 objections, the Settlement Administrator will submit to the Court all objections
3 it received from Settlement Class Members.

4 15. Any Settlement Class Member who does not provide a notice of
5 intention to appear in accordance with the deadlines and other specifications set
6 forth in the Notice, or who has not filed an objection in accordance with the
7 deadlines and other specifications set forth in the Settlement Agreement and the
8 Notice (as applicable), will be deemed to have waived any objections to the
9 settlement and may be foreclosed from seeking any adjudication or review of the
10 settlement by appeal or otherwise, subject to the discretion of the Court.

11 16. The submission of an objection shall allow Class Counsel or AHM's
12 Counsel to take the deposition of the objecting Settlement Class Member
13 pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and
14 location, and to obtain any evidence relevant to the objection. Failure by an
15 objector to make himself or herself available for a deposition or comply with
16 expedited discovery requests may result in the Court striking the objection. The
17 Court may tax the costs of any such discovery to the objector or the objector's
18 counsel if the Court determines that the objection is frivolous or is made for an
19 improper purpose.

20 17. Settlement Class Members may exclude themselves from the
21 settlement (i.e., "Opt-Out"), relinquishing their rights to any benefits under the
22 Settlement Agreement. A Settlement Class Member wishing to exclude himself,
23 herself, or itself must send the Settlement Administrator a letter postmarked no
24 later than forty-five (45) days after the Notice Date ("Opt-Out Deadline"),
25 containing: (1) the Settlement Class Member's name, current address, and
26 telephone number; (2) the approximate date of acquisition and VIN for his, her,
27 or its Settlement Class Vehicle; and (3) a clear statement communicating that he,
28

1 she, or it elects to be excluded from the Settlement Class, does not wish to be a
2 Settlement Class Member, and elects to be excluded from any judgment entered
3 pursuant to the settlement.

4 18. Any request for exclusion must be postmarked on or before the
5 deadline provided in the Notice. Any member of the Settlement Class who does
6 not submit a timely, written Opt-Out from the Settlement Class in accordance
7 with the requirements set forth in the Notice will be bound by all proceedings,
8 orders, and judgments in the Litigation, even if such member of the Settlement
9 Class has previously initiated or subsequently initiates individual litigation or
10 other proceedings encompassed by the Release and the Released Claims, as
11 defined in the Settlement Agreement.

12 19. Not later than fourteen (14) days after the deadline for submission
13 of requests for exclusion, the Settlement Administrator shall provide the Court,
14 Class Counsel, and AHM's Counsel a list identifying each Settlement Class
15 Member who submitted an exclusion request together with copies of the
16 exclusion requests and with a declaration attesting to the completeness and
17 accuracy thereof.

18 20. The Court hereby enjoins Settlement Class Members (and anyone
19 who purports to act on the behalf of any Settlement Class Member) unless and
20 until they have timely excluded themselves from the Settlement Class as set forth
21 in the Notice: (1) from filing, commencing, prosecuting, intervening in or
22 participating as plaintiff, claimant, or class member in any other lawsuit or
23 administrative, regulatory, arbitration, or other proceeding in any jurisdiction
24 based on, relating to, or arising out of the Released Claims; (2) from filing,
25 commencing or prosecuting a lawsuit or administrative, regulatory, arbitration,
26 or other proceeding as a class action on behalf of any Settlement Class Members
27 who have not timely excluded themselves (including by seeking to amend a
28

1 pending complaint to include class allegations or seeking class certification in a
2 pending action), based on, relating to, or arising out of the Released Claims; and
3 (3) from attempting to effect an opt-out of a class of individuals in any lawsuit or
4 administrative, regulatory, arbitration, or other proceeding based on, relating to,
5 or arising out of the Released Claims.

6 21. The Court hereby directs the Settlement Administrator to establish
7 a mailing address to be used for receiving requests for exclusion, objections,
8 notices of intention to appear, and any other communications.

9 22. The Court hereby approves the Claim Forms, which are annexed as
10 Exhibits C and D to the Settlement Agreement.

11 23. Based on the Declaration submitted by _____ (Dkt. #), the
12 Court finds that AHM filed proof of timely mailing of notices required pursuant
13 to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). The Court
14 therefore finds that AHM fully complied with the requirements of 28 U.S.C. §
15 1715(b) and served notice of the proposed settlement upon the appropriate federal
16 official and appropriate State official of each State in which a Settlement Class
17 Member resides and the information required to be provided pursuant to that
18 statute. AHM shall file any additional documents required by the statute (as
19 applicable), evidencing continued compliance with CAFA in advance of the Final
20 Approval Hearing.

21 24. Class Counsel shall file any memoranda or other materials in
22 support of final approval of the Settlement Agreement and motion for entry of
23 Final Approval Order and Judgment, including response to any timely and
24 properly filed objection to the Settlement Agreement, no later than twenty-eight
25 (28) days prior to the Final Approval Hearing. AHM may file its response, if any,
26 no later than twenty-one (21) prior to the Final Approval Hearing, and Class
27 Counsel may file a reply, if any, on or before no later than fourteen (14) prior to
28

1 the Final Approval Hearing. Such materials shall be served on Class Counsel,
2 AHM's Counsel, and on any Settlement Class Member (or his, her or its counsel,
3 if represented) to whose objection to the Settlement Agreement the memoranda
4 or other materials respond.

5 25. Class Counsel may apply to the Court for Class Counsel Fees and
6 Expenses Award consistent with the Settlement Agreement, and consistent with
7 any agreement reached by the parties on class counsel fees and expenses, no later
8 than two weeks prior to the Objection Deadline.

9 26. Class Counsel may also petition the Court for service awards
10 consistent with the Settlement Agreement, and consistent with any agreement
11 reached by the parties on service awards, no later than two weeks prior to the
12 Objection Deadline. The purpose of such awards (if approved by the Court) shall
13 be to compensate the Named Plaintiffs for their efforts undertaken for the benefit
14 of the Settlement Class Members.

15 27. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure
16 and in accordance with 28 U.S.C. § 1715(d), the Court sets _____, at _ a.m., as the
17 date and time of the Final Approval Hearing, at which the Court will determine:
18 (1) whether the proposed settlement is fair, reasonable and adequate and should
19 finally be approved by the Court; (2) whether to issue a Final Approval Order
20 and Judgment without material alteration from Exhibit F to the Settlement
21 Agreement; and (3) whether to approve Class Counsel Fees and Expenses Award,
22 and/or service awards for the Named Plaintiffs. The Final Approval Hearing shall
23 be held at the United States District Court, Roybal Federal Building and U.S.
24 Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850,
25 8th Floor.

26 28. The Court reserves the right to adjourn or continue the Final
27 Approval Hearing, or any further adjournment or continuance thereof, and to
28

1 approve the settlement with modifications, if any, consented to by the Class
2 Counsel and AHM’s Counsel without further notice.

3 29. Pending final determination of the application for approval of this
4 Settlement Agreement, all proceedings in this Litigation other than settlement
5 approval proceedings shall be stayed.

6

7 **IT IS SO ORDERED.**

8

9 Date: _____

10

HONORABLE R. GARY KLAUSNER
UNITED STATES DISTRICT JUDGE

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT B

[notice for class members who have to file claims for AcuraLink]

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

**A federal court authorized this notice.
*This is not a solicitation from a lawyer.***

You are receiving this because you are a current or former owner or lessee of a 2019 or 2020 Acura RDX, and you may be eligible to receive certain benefits from a class action settlement concerning the vehicle’s Infotainment System.¹ Benefits of the settlement include an extended warranty for certain Infotainment System Symptoms (described below), enhanced dealer training and guidance for making covered repairs, access to a website to help diagnose and remedy Infotainment System issues, two (2) years of complimentary AcuraLink Security Service if you made more than one qualifying visit to an authorized Acura dealership for Infotainment System issues on or before the Notice Date (defined below) for Infotainment System issues not resolved during the initial warranty service visit, and reimbursement if you incurred actual out-of-pocket expenses for battery recharging or qualifying transportation costs associated with more than one visit to an authorized dealership for certain Infotainment System issues. **You need to file a claim form to receive some of these benefits.**

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	<p>The only way for you to get reimbursement for battery recharging, qualifying transportation costs associated with multiple visits to authorized dealerships for certain Infotainment System issues, and/or 2 years of free AcuraLink Security Service is to timely file a valid Claim Form.</p> <p>If you <u>timely</u> submit a valid Claim Form (enclosed) along with the required documentation, you can obtain reimbursement of eligible expenses and/or 2 years of AcuraLink Security Service.</p>
ASK TO BE EXCLUDED	<p>Receive no reimbursement, no AcuraLink Security Service, or other benefits. Get out of this lawsuit but keep your individual rights to sue.</p> <p>If you ask to be excluded, you will not be eligible for benefits from this lawsuit, but you will maintain your right to pursue a claim against American Honda Motor Co. Inc. on an individual basis separately about the claims in this lawsuit.</p>
COMMENT OR OBJECT	<p>Comment in writing about why you like or don’t like the proposed settlement. You may comment in writing about why you like or dislike the proposed settlement by sending a letter to the Settlement Administrator, or by filing an objection with the Court on your own or through an attorney. In order to comment or object to the proposed settlement, you must remain a member of the Settlement Class (<i>i.e.</i>, you cannot ask to be excluded).</p>

¹ Capitalized terms not otherwise defined herein have the same meaning as ascribed to them in the Settlement Agreement which is available on the infotainmentsettlement.com website

Questions? Visit www.infotainmentsettlement.com or call toll free ___

DO NOTHING	<p>Receive the Extended Warranty and benefit from the enhanced dealer training and guidance for making covered repairs, but do not receive any reimbursement for eligible out-of-pocket expenses or 2 years of free AcuraLink service. Give up your rights to sue.</p> <p>By doing nothing, you will benefit from the Extended Warranty and enhanced dealer training . However, you will not be eligible for reimbursement of out-of-pocket expenses or the two years of free AcuraLink Security Service assuming you would otherwise qualify. You will also give up any rights to sue American Honda Motor Co., Inc. on an individual basis separately about the claims in this lawsuit.</p>
-------------------	--

These rights and options—and the deadlines to exercise them—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the proposed settlement. Claim Forms will be processed and approved, and benefits and payments will be issued **after** the proposed settlement has been approved by the Court and becomes in all respects Final.

CONTENTS

Basic Information

1. [What is the purpose of this notice?](#)
2. [What is this lawsuit about?](#)
3. [What is a class action lawsuit and who is involved?](#)
4. [Why is there a proposed settlement?](#)

Who Is In The Proposed Settlement?

5. [Am I part of this Settlement Class?](#)
6. [I'm still not sure if I am included.](#)

Settlement Benefits—What You Get

7. [What benefits are available and for whom?](#)
8. [How do I get reimbursed?](#)
9. [What if I don't mail my Claim Form & documentation by the deadline?](#)
10. [When do I get reimbursed?](#)
11. [What am I giving up in order to receive the benefits of the proposed settlement?](#)

Excluding Yourself From The Proposed Settlement

12. [How do I get out of this proposed settlement?](#)
13. [If I don't exclude myself, can I sue AHM later?](#)
14. [If I exclude myself can I get money from this proposed settlement?](#)

The Lawyers Representing You

15. [Do I have a lawyer in this case?](#)
16. [Should I get my own lawyer?](#)
17. [How will the lawyers be paid?](#)

Objecting To The Settlement

18. [How do I tell the Court that I like or do not like the proposed settlement?](#)
19. [What is the difference between objecting and excluding?](#)

Final Approval Hearing

20. [When and where will the Court decide to approve the proposed settlement?](#)
21. [Do I have to come to the Final Approval Hearing?](#)
22. [May I speak at the Final Approval Hearing?](#)

Questions? Visit www.infotainmentsettlement.com or call toll free ___

If You Do Nothing

23. [What happens if I do nothing at all?](#)

Additional Information

24. [Are there more details available?](#)

BASIC INFORMATION

1. What is the purpose of this Notice?

You are receiving this notice because you may be a Settlement Class Member in a proposed settlement of a federal class action lawsuit pending in the United States District Court for the Central District of California, *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (the “Litigation”). You are a settlement class member if you are a current owner or lessee of a 2019 or 2020 Acura RDX purchased or leased in the United States, Puerto Rico, or any of the United States territories. You are also a settlement class member if you are a former owner or lessee of a 2019 or 2020 Acura RDX purchased or leased in the United States, Puerto Rico, or any of the United States territories and you file a claim.

As a member of the proposed Settlement Class, you have a right to know about the Litigation and proposed settlement. The judge who is overseeing the case, the Honorable R. Gary Klausner, authorized this Notice, which explains the Litigation, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them. You have various options that you may exercise before the Court decides whether to approve the proposed settlement. If the Court approves the proposed settlement and the settlement becomes in all respects final, then the Defendant, American Honda Motor Co., Inc. (“AHM”) will provide certain benefits to the Settlement Class Members, including an extended warranty for certain Infotainment System components, enhanced dealer training and guidance on making covered repairs, access to a website to help diagnose and remedy Infotainment System issues, two years of complimentary AcuraLink Security Service if you experienced more than one qualifying service visit to an authorized Acura dealership for Infotainment System issues that were not resolved during the initial warranty service visit excluding any customer visit as a result of a recall or product update, and reimbursement for qualifying battery recharging or for qualifying transportation costs associated with multiple visits to an authorized dealership for certain Infotainment System issues.

2. What is this lawsuit about?

This Litigation is about the Infotainment Systems in 2019 and 2020 Acura RDX vehicles (the “Class Vehicles”).

The Named Plaintiffs allege that the Settlement Class Vehicles’ Infotainment Systems suffered from software and hardware defects that caused the systems to frequently freeze, crash, fail to boot up, fail to shut down, or suffer intermittent failures to connect to peripheral devices (such as phones and mp3 players). Plaintiffs allege that AHM should have disclosed the defects prior to sale or remedied the defects under warranty within a reasonable period of time after sale. AHM expressly and vigorously denies the allegations in the Litigation, including the allegation that the Infotainment Systems in Settlement Class Vehicles suffer from any defect whatsoever. AHM further denies that it has engaged in any wrongdoing, and specifically denies all claims described above and asserted in the Litigation.

You can read all of Plaintiffs’ allegations in the Second Amended Class Action Complaint, available at www.infotainmentsettlement.com. You can also read AHM’s answer and affirmative defenses.

In a class action lawsuit, one or more persons, called “Named Plaintiffs” sue on behalf of other people who are alleged to have similar claims (“Proposed Class”). The Named Plaintiffs and the Proposed Class are collectively called the “Plaintiffs,” and their attorneys are referred to as

Questions? Visit www.infotainmentsettlement.com or call toll free __

“Class Counsel.” The company that has been sued (here, AHM) is called the “Defendant.” In a class action lawsuit, all factual questions and legal issues are resolved for all Plaintiffs, except for those people who choose to exclude themselves from the Class. Judge R. Gary Klausner is presiding over this class action.

4. Why is there a proposed settlement?

AHM has developed countermeasures for Infotainment System issues in Settlement Class Vehicles. As part of the settlement process, the parties retained an independent expert to confirm the efficacy of these countermeasures. Because the expert was able to confirm that the countermeasures are effective, this proposed settlement was designed to notify and educate Settlement Class Members about the countermeasures, to provide increased training and awareness to Acura service technicians of the new countermeasures, and to increase Settlement Class Members’ awareness of and ability to access the countermeasures. The proposed settlement also extends the Settlement Class Vehicles’ New Vehicle Limited Warranty for an additional 24 months / 24,000 miles (whichever comes first) to cover certain Infotainment System Symptoms (defined below). The proposed settlement further provides the ability for Settlement Class Members to file claims for reimbursement of certain qualifying related out-of-pocket costs, and to receive two free years of AcuraLink Security Service if they experienced more than one qualifying visit to an authorized Acura dealership.

The Court has not decided in favor of Plaintiffs or AHM. Instead, both sides agreed to a proposed settlement on behalf of everyone in the proposed Settlement Class. By agreeing to a proposed settlement, all parties avoid the cost of a trial, and Settlement Class Members will receive certain agreed-upon benefits which will be provided if the proposed settlement is approved and becomes Final. The Class Representatives and Class Counsel believe the proposed settlement is in the best interests of Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Settlement Class?

Judge Klausner preliminarily approved the following class for settlement purposes only:

All current owners and lessees of a 2019-2020 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.

6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get free help at www.infotainmentsettlement.com, by calling [XXX](tel:XXX), or by writing to Class Counsel at the address listed in response to Question 18, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. What benefits are available and for whom?

Questions? Visit www.infotainmentsettlement.com or call toll free __

- **Extended Warranty** - Beginning on the Effective Date, the New Vehicle Limited Warranty (“NVLW”) that you received from AHM at the original point of sale or lease of your Class Vehicle (4 years/50,000 miles) will be extended to cover qualified Infotainment System Symptoms. The Extended Warranty will add an additional two (2) years or 24,000 miles to the NVLW to cover certain Infotainment System Symptoms if the vehicle is within six (6) years or 74,000 miles of the original purchase or lease date of the vehicle.
- If you incurred out-of-pocket repair expenses for Infotainment System Symptoms because your Class Vehicle’s NVLW term expired prior to the date that the Extended Warranty took effect, you can file a claim for reimbursement of the expenses that would have been covered under the Extended Warranty. See Section 8 for instructions.
- The Extended Warranty covers “Infotainment System Symptoms,” which refers to the symptoms identified in: (1) Acura Service Bulletin 20-001 (center display unit stays on with the ignition turned to OFF and the door open, display switches between the Day Mode and Night Mode, the Drive Mode Not Available message appears, or the disclaimer is stuck on); and (2) Acura Service Bulletin 20-031 (popping/crackling from the speakers, blank display, no sound from the audio system, or network loss message). 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 and is automatically transferrable to subsequent owners.
- **Dealership Assessment and Assistance Program (DAAP)**: The Named Plaintiffs alleged that authorized Acura dealerships were frequently unable to replicate the Infotainment System issues they were experiencing when they would bring their Class Vehicle in for repair, and as a result, the Named Plaintiffs were often told there was nothing the dealership could do to address the issues. As part of the settlement, AHM will implement a Dealership Assistance and Assessment Program (the “DAAP”). The DAAP is not intended to supplant or replace usual service processes and procedures. Through the DAAP, AHM will direct independent, authorized Acura dealerships and their technicians to undergo additional training and implement additional service strategies, including:
 - confirm that the latest Over-The-Air software update has been installed in a Settlement Class Vehicle brought in for Infotainment-System-related service, and, if it has not been installed, install the latest update;
 - if the Infotainment System symptoms described by a Settlement Class Member are listed in the “Symptom” section of an applicable Service Bulletin, perform the countermeasures/updates specified therein (e.g., including installing the applicable FAKRA service housing/ connector set and/or replacing or otherwise providing an efficacious countermeasure for the gauge control module for 2019 Acura RDX vehicles as necessary). The DAAP is intended to assist authorized Acura dealerships and their technicians to diagnose and address specific symptoms whether or not such symptoms can be replicated during the service visit; and
 - perform any other customer-approved repairs, warranty service, recalls or product updates (as applicable).
- **Infotainment System Online Resource**: AHM will create, maintain, and update for no fewer than 24 months, an Infotainment System Online Resource for Settlement Class

Questions? Visit www.infotainmentsettlement.com or call toll free __

Members that will be included on the Acura Owners Link website page for 2019 and 2020 Acura RDX vehicles and will, among other things,:

- include a list of potential Infotainment System-related issues, that, when selected, will open a drop-down menu to offer potential solutions to the issue, including updating relevant software, suggesting replacing or upgrading USB cords or peripherals, or presenting the vehicle at an authorized Acura dealership for an assessment or repair pursuant to any applicable Service Bulletin;
 - provide a means by which Settlement Class Members can review information related to the Infotainment systems in their vehicles;
 - provide a means by which Settlement Class Members can report to AHM issues or symptoms they believe to be attributable to the Infotainment System; and
 - post relevant recall notices, Service Bulletins, and over-the-air (OTA) updates relating to the Infotainment System.
- **Two Years of Free AcuraLink Security Service:** Additionally, each Settlement Class Member who does not exclude himself or herself from the proposed settlement and who timely submits a valid Claim Form with all required documentation will receive 2 years of free AcuraLink Security Service if they made more than one service visit to an authorized Acura dealership on or before the date of this Notice for Infotainment System issues not resolved during the initial warranty service visit excluding any customer visit as a result of a recall or product update. To be eligible to receive this benefit, you must file a timely Claim Form.
 - **Reimbursement for Certain Out-of-Pocket Expenses:** Settlement Class Members can file a Claim Form to seek reimbursement for 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. Settlement Class Members can also file a Claim Form to seek reimbursement for qualifying transportation costs incurred if the Settlement Class Member returned a Settlement Class Vehicle two or more times to an authorized dealership to obtain a repair for Infotainment System Symptoms. In order to receive any reimbursement, your Claim Form must be accompanied by documentation of the condition or occurrences and expenses you incurred.

8. How do I get reimbursed?

To receive reimbursement, you must do 4 things:

- (1) Complete the Claim Form by providing all requested information;
- (2) Enclose a copy of all required documentation and a proof of expense for each eligible reimbursement;
- (3) Sign and date your Claim Form; and
- (4) Mail the Claim Form to the Settlement Administrator by the deadline. **Your Claim Form(s) must be postmarked by _____.**

The Claim Form is enclosed with this Notice, and you can obtain additional copies to print at www.infotainmentsettlement.com.

9. What if I don't mail my Claim Form & documentation by the deadline?

Questions? Visit www.infotainmentsettlement.com or call toll free __

If you fail to mail the Claim Form and supporting documents by the required deadline, your Claim will be denied as untimely. Submitting a Claim Form late or without documentation will be the same as doing nothing (*see* Question 23).

10. When do I get reimbursed?

The Court will hold a hearing (the “Final Approval Hearing”) on _____ at the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, California 90012, to decide whether the settlement is fair, reasonable, and adequate. Even if the Court approves the proposed settlement, there might be appeals that delay the conclusion of the case and prevent it from becoming final. It is always uncertain whether such appeals can be quickly resolved, and resolving them can take months or even years. For that reason, at this time there is no way to determine if and when reimbursement payments will be issued. Information about the progress of the case will be available on the settlement website: www.infotainmentsettlement.com.

If the Settlement Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any, and explaining how you can appeal the decision, if you wish to do so.

11. What am I giving up in order to receive the benefits of the settlement?

Unless you exclude yourself, you will remain a member of the Settlement Class. That means that you will not be able to sue, continue to sue, or be a part of any other lawsuit against AHM about the same legal issues in this Litigation. It also means that all of the Court’s orders in this Litigation will apply to you and legally bind you.

12. How do I get out of this settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue, or continue to sue AHM, on your own as an individual, about the legal issues in this Litigation, then you must take steps to exclude yourself from the Settlement Class and the settlement. This is sometimes referred to as “opting out.” To exclude yourself from the settlement, you must send a letter (“Exclusion Request”) by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (C.D. Cal.), and include your:

- full name;
- mailing address;
- telephone number;
- approximate purchase/lease date
- model year(s) of your Class Vehicle(s);
- vehicle identification number(s) (“VIN”) of your Class Vehicle(s);
- clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement; and
- signature.

You cannot exclude yourself from the Settlement Class on the phone or by e-mail. You must mail your Exclusion Request to the following, postmarked no later than ___:

**Settlement Administrator
Banh Class Action**

Questions? Visit www.infotainmentsettlement.com or call toll free ___

Settlement [Address]

If you submit a valid Exclusion Request, you will not receive any benefits of the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this proposed settlement.

13. If I don't exclude myself, can I sue AHM later?

No. If you do not timely submit a valid Exclusion Request, you will remain a part of the Settlement Class and you will not be able to sue AHM for the same legal claims that are released as part of the Settlement.

14. If I exclude myself can I get money from this Settlement?

No. If you submit a valid Exclusion Request, you will not receive benefits of the settlement and you cannot object to the proposed settlement. If you exclude yourself, you should not submit a Claim Form seeking reimbursement. You cannot both exclude yourself and seek any benefits of the settlement. If you want to receive benefits under the proposed settlement you cannot exclude yourself from the proposed settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has decided that the following law firms are qualified to represent you and all Settlement Class Members for purposes of this proposed settlement:

- (1) Hagens Berman Sobol Shapiro, LLP of Seattle, WA.
- (2) Goldenberg Schneider, LPA of Cincinnati, OH

Together these law firms are called "Class Counsel." They are experienced in handling similar cases against other automotive manufacturers and/or distributors. More information about these law firms, their practices, and their lawyers' experience is available at www.hbsslaw.com and www.gs-legal.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for any of their expenses associated with this case, but by _____, they will file an application with the Court requesting that the Court award Class Counsel Fees and Expenses to be paid by AHM. Any fees or expenses that Class Counsel request must be approved by the Court and will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

By no later than ____, Named Plaintiffs will also ask the Court to approve a Service Award for each of them to compensate them for their time and effort on behalf of the Settlement Class. Again, the Service Awards will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards will be available after _____ on the settlement administrator's website: [www.](http://www.infotainmentsettlement.com)

Questions? Visit www.infotainmentsettlement.com or call toll free ____

infotainmentsettlement.com.

Neither the Class Counsel's fees and expenses nor the Service Awards will reduce any of the benefits you may receive under the proposed settlement.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I like or do not like the proposed settlement?

You can tell the Court that you do or do not agree with the proposed settlement or some part of it.

If you remain a Settlement Class Member (that is, if you do not exclude yourself, or opt-out, from the settlement), then you can tell the Court that you like the proposed settlement and it should be approved, or you object to all or part of the proposed settlement. The Court will consider all comments from Settlement Class Members.

To comment or object you must send a letter to the Settlement Administrator, to Class Counsel, or AHM's Counsel at the addresses indicated below, specifically state whether you are commenting or objecting on the settlement in *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (C.D. Cal.), and include your:

- full name;
- mailing address;
- telephone number;
- approximate date of purchase or lease;
- model year(s) of your Settlement Class Vehicle(s);
- vehicle identification number(s) ("VIN") of your Settlement Class Vehicle(s);
- statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member;
- explanation of your factual and legal grounds for objecting;
- statement as to whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- copies of any documents supporting your objection; and
- signature.

You do not need to hire legal counsel to comment on or object to the settlement. But, if you are represented by legal counsel, you must also file your comment or objection to the settlement electronically with the Court.

Any Settlement Class Member objecting to the settlement (each an "Objector") must also provide a detailed list of all objections to any other class action settlements submitted by him or her, or his or her legal counsel, to any court in connection with a class action settlement in the previous five (5) years. If the Objector or his or her counsel has *not* objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively state as much in their submission to the Court.

The filing of an objection allows Class Counsel or AHM's Counsel to take the Objector's deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an Objector to make himself or herself available for a deposition or otherwise comply with expedited discovery requests may result in the Court striking the Objector's objection and otherwise denying the Objector the opportunity to make an objection or be further heard. The

Questions? Visit www.infotainmentsettlement.com or call toll free ___

Court may tax the costs of any such discovery to the Objector or the Objector’s counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you intend to appear at the Final Approval Hearing, your comment or objection must identify the attorneys representing you, if any, who will appear at the Final Approval Hearing.

You must mail your comment or objection to the Court, Settlement Administrator, Class Counsel and AHM’s Counsel at the following addresses, postmarked no later than _____:

Clerk of Court
Roybal Federal Building and U.S. Courthouse
255 East Temple Street
Los Angeles, CA 90012

Settlement Administrator	Class Counsel	Defense Counsel
Settlement Administrator Banh Class Action Settlement [Address]	HAGENS BERMAN SOBOL SHAPIRO, LLP c/o Sean R. Matt 1301 Second Avenue, Suite 2000 Seattle, WA 98101	King & Spalding, LLP c/o Livia M. Kiser 633 W. 5 th Street Suite 1600 Los Angeles, CA 90071

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class as a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

20. When and where will the Court decide to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the settlement. You may attend and you may ask to speak, but you do not have to attend or speak. The Court will hold a hearing (the “Final Approval Hearing”) on ___ at ___ at am/pm at the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor to decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Klausner may listen to people who have asked to speak at the hearing. The Court might also decide how much Class Counsel should be paid for representing the Class and whether Service Awards should be paid to Named Plaintiffs for their time and effort in representing the Settlement Class. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

21. Do I have to come to the Final Approval Hearing?

No, but you are welcome to come at your own expense if you do not exclude yourself from the settlement. Class Counsel will answer questions that Judge Klausner might have. If you send a comment or objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you sent your comment or objection such that it was timely, the Court will consider it. If you decide to hire your own attorney, he or she may also attend the Final Approval Hearing, but it is not necessary.

22. May I speak at the Final Approval Hearing?

If you do not exclude yourself, you may ask the Court’s permission to speak at the Final Approval Hearing concerning the proposed settlement or Class Counsel’s request for attorneys’ fees and expenses or the Service Awards for the Named Plaintiffs. To do so, you must send a letter to the Court, and provide a copy to Class Counsel and AHM’s Counsel, indicating that you intend to appear at the Final Approval Hearing in *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx). The letter must state the position you intend to present at the hearing, state the identities of all attorneys, if any, who will represent you, and must include your full name, current address, telephone number, model year and VIN of your Class Vehicle(s), and your signature. You must send your notice to the Clerk of the Court, Class Counsel, and AHM’s Counsel at the three addresses listed under Questions 18 and 20 above, postmarked no later than _____. You may combine this notice and your comment or objection (described under Question 18) in a single letter. You cannot speak at the Final Approval Hearing if you exclude yourself from the proposed settlement.

Questions? Visit [XXX](#) or call toll free _____

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and benefit from the Extended Warranty, DAAP, and the Infotainment System Online Resource described under Question 7 above, but you will not receive the two free years of AcuraLink Security Service or reimbursements for eligible out-of-pocket expenses (you must file a claim to be considered for these two benefits). Furthermore, you will not be permitted to appear and speak at the Final Approval Hearing.

ADDITIONAL INFORMATION

24. Are there more details available?

You can obtain more information by visiting the website www.infotainmentsettlement.com, where you can find extra Claim Forms, information about the history of this litigation and the status of the proposed settlement, and documents such as the Second Amended Class Action Complaint, AHM's answer and affirmative defenses, and Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards filed by the Plaintiffs. You can also file claims directly through the website (infotainmentsettlement.com).

You may also call or write Class Counsel at:

HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, Washington 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
Regarding: Acura RDX settlement

GOLDENBERG SCHNEIDER, LPA
4445 Lake Forest Drive, Suite 490
Cincinnati, Ohio 45242
Telephone: (513) 345-8291
Facsimile: (513) 345-8294
Regarding: Acura RDX settlement

}

Questions? Visit [XXX](#) or call toll free _____

[notice for class members with automatic eligibility for AcuraLink]

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

A federal court authorized this notice.
This is not a solicitation from a lawyer.

You are receiving this because you are a current or former owner or lessee of a 2019 or 2020 Acura RDX and are eligible to receive certain benefits from a class action settlement concerning the vehicle’s Infotainment System.¹ These benefits include an extended warranty for certain Infotainment System Symptoms (described below), enhanced dealer training and guidance for making covered repairs, access to a website to help diagnose and remedy Infotainment System issues, and two (2) years of complimentary AcuraLink Security Service. You do not need to file a Claim Form to receive any of these benefits, but if you do not wish to receive two (2) years of complimentary AcuraLink Security Service, you may notify AHM that you decline it. You are also eligible to file a Claim Form for reimbursement if you incurred actual out-of-pocket expenses for battery recharging or qualifying transportation costs associated with more than one visit to an authorized dealership for certain Infotainment System issues.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	<p>The only way for you to get reimbursement for battery recharging or qualifying transportation costs associated with more than one visit to authorized dealerships for certain Infotainment System issues is to timely file a valid Claim Form.</p> <p>If you <u>timely</u> submit a valid Claim Form (enclosed) along with the required documentation, you can obtain reimbursement of eligible expenses.</p>
ASK TO BE EXCLUDED	<p>Receive no reimbursement, no 2 years of free AcuraLink Security Service, or other benefits. Get out of this lawsuit but keep your individual rights to sue.</p> <p>If you ask to be excluded, you will not be eligible for benefits from this lawsuit, but you will maintain your right to pursue a claim against America Honda Motor Co., Inc. on an individual basis separately about the claims in this lawsuit.</p>
COMMENT OR OBJECT	<p>Comment in writing about why you like or don’t like the proposed settlement. You may comment in writing about why you like or dislike the proposed settlement by sending a letter to the Settlement Administrator, or by filing an objection with the Court on your own or through an attorney. In order to comment or object to the proposed settlement, you must remain a member of the Settlement Class (<i>i.e.</i>, you cannot ask to be excluded).</p>
DO NOTHING	<p>Receive the Extended Warranty and benefit from the enhanced dealer training and guidance for making covered repairs, receive the 2 years of free AcuraLink Security Service, but do not receive any reimbursement for eligible out-of-pocket expenses, if any. Give up your rights to sue.</p> <p>By doing nothing, you will benefit from the Extended Warranty, the enhanced dealer training, and the free two years of AcuraLink Security Services.</p>

¹ Capitalized terms not otherwise defined herein have the same meaning as ascribed to them in the Settlement Agreement which is available on the infotainmentsettlement.com website.

Questions? Visit
www.infotainmentsettlement.com or call
toll free _____

#10128

	However, you will not be eligible for reimbursement of out-of-pocket expenses assuming you would otherwise qualify. You will also give up any rights to sue American Honda Motor Co., Inc. separately about the claims in this lawsuit.
--	---

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the proposed settlement. Claim Forms will be processed and approved, and benefits and payments will be issued **after** the settlement has been approved by the Court and becomes in all respects Final.

CONTENTS

Basic Information

1. [What is the purpose of this notice?](#)
2. [What is this lawsuit about?](#)
3. [What is a class action lawsuit and who is involved?](#)
4. [Why is there a settlement?](#)

Who Is In The Proposed Settlement?

5. [Am I part of this Settlement Class?](#)
6. [I'm still not sure if I am included.](#)

Settlement Benefits—What You Get

7. [What benefits are available and for whom?](#)
8. [How do I get reimbursed?](#)
9. [What if I don't mail my Claim Form & documentation by the deadline?](#)
10. [When do I get reimbursed?](#)
11. [What am I giving up in order to receive the benefits of the proposed settlement?](#)

Excluding Yourself From The Proposed Settlement

12. [How do I get out of this proposed settlement?](#)
13. [If I don't exclude myself, can I sue AHM later?](#)
14. [If I exclude myself can I get money from this proposed settlement?](#)

The Lawyers Representing You

15. [Do I have a lawyer in this case?](#)
16. [Should I get my own lawyer?](#)
17. [How will the lawyers be paid?](#)

Objecting To The Proposed Settlement

18. [How do I tell the Court that I like or do not like the proposed settlement?](#)
19. [What is the difference between objecting and excluding?](#)

Final Approval Hearing

20. [When and where will the Court decide to approve the proposed settlement?](#)
21. [Do I have to come to the Final Approval Hearing?](#)
22. [May I speak at the Final Approval Hearing?](#)

If You Do Nothing

23. [What happens if I do nothing at all?](#)

Additional Information

Questions? Visit
www.infotainmentsettlement.com or call
 toll free _____

24. Are there more details available? ^{#10129}

BASIC INFORMATION

1. What is the purpose of this Notice?

You are receiving this notice because you may be a Settlement Class Member in a proposed settlement of a federal class action lawsuit pending in the United States District Court for the Central District of California, *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (the “Litigation”). You are a Settlement Class Member if you are a current owner or lessee of a 2019 or 2020 Acura RDX purchased or leased in the United States, Puerto Rico, or any of the U.S. territories. You are also a settlement class member if you are a former owner or lessee of a 2019 or 2020 Acura RDX purchased or leased in the United States, Puerto Rico, or any of the United States territories and you file a claim.

As a member of the proposed Settlement Class, you have a right to know about the Litigation and proposed settlement. The judge who is overseeing the case, the Honorable R. Gary Klausner, authorized this Notice, which explains the Litigation, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them. You have various options that you may exercise before the Court decides whether to approve the proposed settlement. If the Court approves the proposed settlement and the settlement becomes in all respects Final, then the Defendant, American Honda Motor Co., Inc. (“AHM”) will provide certain benefits to the Settlement Class Members, including an extended warranty for certain Infotainment System components, enhanced dealer training and guidance on making covered repairs, access to a website to help diagnose and remedy Infotainment System issues, two years of complimentary AcuraLink Security Service if you experienced more than one qualifying visit to an authorized Acura dealership for a single Infotainment System issue not resolved during the initial warranty service visit, and, in some circumstances, reimbursement for battery recharging or for qualifying transportation costs associated with more than one visit to an authorized dealership for certain Infotainment System issues.

2. What is this lawsuit about?

This lawsuit is about the Infotainment Systems in 2019 and 2020 Acura RDX vehicles (the “Settlement Class Vehicles”).

The Named Plaintiffs allege that the Settlement Class Vehicles’ Infotainment Systems suffered from software and hardware defects that caused the systems to frequently freeze, crash, fail to boot up, fail to shut down, or suffer intermittent failures to connect to peripheral devices (such as phones and mp3 players). Plaintiffs allege that AHM should have disclosed the defects prior to sale or remedied the defects under warranty within a reasonable period of time after sale. AHM expressly and vigorously denies the allegations in the Litigation, including the allegation that the Infotainment Systems in Settlement Class Vehicles suffer from any defect whatsoever. AHM further denies that it has engaged in any wrongdoing, and specifically denies all claims described above and asserted in the Litigation.

You can read all of Plaintiffs’ allegations in the Second Amended Class Action Complaint, available at www.infotainmentsettlement.com. You can also read AHM’s answer and affirmative defenses.

3. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more persons, called “Named Plaintiffs” sue on behalf of other people who are alleged to have similar claims (“Proposed Class”). The Named Plaintiffs and the Proposed Class are collectively called the “Plaintiffs,” and their attorneys are referred to as “Class Counsel.” The company that has been sued (here, AHM) is called the “Defendant.” In a class action lawsuit, all factual questions and legal issues are resolved for all Plaintiffs, except

Questions? Visit

www.infotainmentsettlement.com or call toll

free

for those people who choose to exclude themselves from the Class. Judge R. Gary Klausner is presiding over this class action.

4. Why is there a proposed settlement?

AHM has developed countermeasures for Infotainment System issues in Settlement Class Vehicles. As part of the settlement process, the Parties retained an independent expert to confirm the efficacy of these countermeasures. Because the expert was able to confirm that the countermeasures are effective, this proposed settlement was designed to notify and educate Settlement Class Members about the countermeasures, to provide increased training and awareness to Acura service technicians of the new countermeasures, and to increase Settlement Class Members’ awareness of and ability to access the countermeasures. The proposed settlement also extends the Settlement Class Vehicles’ New Vehicle Limited Warranty for an additional 24 months / 24,000 miles (whichever comes first) to cover certain Infotainment System Symptoms (defined below). The proposed settlement further provides the ability for Settlement Class Members to file claims for reimbursement of certain qualifying related out-of-pocket costs, and to receive two free years of AcuraLink Security Service if they experienced more than one qualifying visit to an authorized Acura dealership.

The Court has not decided in favor of Plaintiffs or AHM. Instead, both sides agreed to a proposed settlement on behalf of everyone in the proposed Settlement Class. By agreeing to a proposed settlement, all parties avoid the cost of a trial, and Settlement Class Members will receive certain agreed-upon benefits which will be provided if the proposed settlement is approved and becomes Final. The Class Representatives and Class Counsel believe the proposed settlement is in the best interests of Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Settlement Class?

Judge Klausner preliminarily approved the following class for settlement purposes only:

All current owners and lessees of a 2019-2020 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.

6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can get free help at www.infotainmentsettlement.com, by calling [XXX](tel:XXX), or by writing to Class Counsel at the address listed in response to Question 18, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. What benefits are available and for whom?

- **Extended Warranty** - Beginning on the Effective Date, the New Vehicle Limited Warranty (“NVLW”) that you received from AHM at the original point of sale or lease of your Settlement Class Vehicle (4 years/50,000 miles) will be extended to cover qualified Infotainment System Symptoms (the “Extended Warranty”). The Extended Warranty will add an additional two (2) years or 24,000 miles to the NVLW so that certain Infotainment System Symptoms will be covered under the Extended Warranty if

Questions? Visit

www.infotainmentsettlement.com or call toll

free

the vehicle is within six (6) years or 74,000 miles of the original purchase or lease date of the vehicle.

- If you incurred out-of-pocket repair expenses for Infotainment System Symptoms because your Settlement Class Vehicle's NVLW term expired prior to the date that the Extended Warranty took effect, you can file a claim for reimbursement of these expenses.
- The Extended Warranty covers "Infotainment System Symptoms," which refers to the symptoms identified in: (1) Acura Service Bulletin 20-001 (center display unit stays on with the ignition turned to OFF and the door open, display switches between the Day Mode and Night Mode, the Drive Mode Not Available message appears, or the disclaimer is stuck on); and (2) Acura Service Bulletin 20-031 (popping/crackling from the speakers, blank display, no sound from the audio system, or network loss message). 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 and is automatically transferrable to subsequent owners.
- **Dealership Assessment and Assistance Program (DAAP)**: The Named Plaintiffs alleged that authorized Acura dealerships were frequently unable to replicate the Infotainment System issues they were experiencing when they would bring their Settlement Class Vehicle in for repair, and as a result, the Named Plaintiffs were often told there was nothing the dealership could do to address the issues. As part of the settlement, AHM will implement a Dealership Assistance and Assessment Program (the "DAAP"). The DAAP is not intended to supplant or replace usual service processes and procedures. Through the DAAP, AHM will direct independent, authorized Acura dealerships and their technicians to undergo additional training and implement additional service strategies, including:
 - confirm that the latest Over-The-Air software update has been installed in a Settlement Class Vehicle brought in for Infotainment-System-related service, and, if it has not been installed, install the latest update;
 - if the Infotainment System symptoms described by a Settlement Class Member are listed in the "Symptom" section of an applicable Service Bulletin, perform the countermeasures and/or updates specified therein (e.g., including installing the applicable FAKRA service housing/connector set and/or replacing or otherwise providing an efficacious countermeasure for the gauge control module for 2019 Acura RDX vehicles as necessary). The DAAP is intended to assist authorized Acura dealerships and their technicians to diagnose and address specific symptoms whether or not such symptoms can be replicated during the service visit; and
 - perform any other customer-approved repairs, warranty service, recalls or product updates (as applicable).
- **Infotainment System Online Resource**: AHM will create, maintain, and update for no fewer than 24 months after the Effective Date, an Infotainment System Online Resource for Settlement Class Members that will be included on the Acura Owners Link website page for 2019 and 2020 Acura RDX vehicles and, among other things,:
 - include a list of potential Infotainment System-related issues, that, when selected, will open a drop-down menu to offer potential solutions to the issue, including updating relevant software, suggesting replacing or upgrading USB cords or peripherals, or presenting the vehicle at an authorized Acura dealership for an

Questions? Visit

www.infotainmentsettlement.com or call toll

free

assessment or repair pursuant to any applicable Service Bulletin;

- provide a means by which Settlement Class Members can review information related to the Infotainment Systems in their vehicles;
 - provide a means by which Settlement Class Members can report to AHM issues or symptoms they believe to be attributable to the Infotainment System; and
 - post relevant recall notices, Service Bulletins, and over-the-air (OTA) updates relating to the Infotainment System.
- **Two Years of Free AcuraLink Security Service:** AHM's records indicate that you qualify for 2 free years of AcuraLink Security Service (because you made more than one service visit for a single Infotainment System issue not resolved during the initial warranty service visit but which did not occur as a result of a recall or product update.). **If you exclude yourself (opt-out) from this settlement as discussed below in section 12, you will not receive this benefit.**
 - **Reimbursement for Certain Out-of-Pocket Expenses:** Settlement Class Members can file a Claim Form to seek reimbursement for 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. Settlement Class Members can also file a Claim Form to seek reimbursement for qualifying transportation costs incurred if the Settlement Class Member returned a Settlement Class Vehicle two or more times to an authorized dealership to obtain a repair for Infotainment System Symptoms. In order to receive any reimbursement, your Claim Form must be accompanied by documentation of the condition or occurrences and expenses you incurred.

8. How do I get reimbursed?

To receive reimbursement, you must do 4 things:

- (1) Complete the Claim Form by providing all requested information;
- (2) Enclose a copy of all required documentation and a proof of expense for each eligible reimbursement;
- (3) Sign and date your Claim Form; and
- (4) Mail the Claim Form to the Settlement Administrator by the deadline. **Your Claim Form(s) must be postmarked by_____.**

The Claim Form is enclosed with this Notice, and you can obtain additional copies to print at www.infotainmentsettlement.com.

9. What if I don't mail my Claim Form & documentation by the deadline?

If you fail to mail the Claim Form for reimbursement of certain out-of-pocket expenses and supporting documents by the required deadline, your Claim will be denied as untimely. Submitting a Claim Form late or without documentation will be the same as doing nothing (*see* Question 23).

10. When do I get reimbursed?

The Court will hold a hearing (the "Final Approval Hearing") on _____ at the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, California 90012, to decide

Questions? Visit

www.infotainmentsettlement.com or call toll

free

whether the settlement is fair, reasonable, and adequate. Even if the Court approves the settlement, there might be appeals that delay the conclusion of the case and prevent it from becoming Final. It is always uncertain whether such appeals can be quickly resolved, and resolving them can take months or even years. For that reason, at this time, there is no way to determine if and when reimbursement payments will be issued. Information about the progress of the case will be available on the settlement website: www.infotainmentsettlement.com.

If the Settlement Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any, and explaining how you can appeal the decision, if you wish to do so.

11. What am I giving up in order to receive the benefits of the settlement?

Unless you exclude yourself, you will remain a member of the Settlement Class. That means that you will not be able to sue, continue to sue, or be a part of any other lawsuit against AHM about the same legal issues in this Litigation. It also means that all of the Court's orders in this Litigation will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of this settlement?

If you want to keep the right to sue or continue to sue AHM, on your own as an individual, about the legal issues in this Litigation, then you must take steps to exclude yourself from the Settlement Class and the settlement. This is sometimes referred to as "opting out." To exclude yourself from the settlement, you must send a letter ("Exclusion Request") by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (C.D. Cal.), and include your:

- full name;
- mailing address;
- telephone number;
- approximate purchase/lease date
- model year(s) of your Settlement Class Vehicle(s);
- vehicle identification number(s) ("VIN") of your Settlement Class Vehicle(s);
- clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement; and
- signature.

You cannot exclude yourself from the Settlement Class on the phone or by e-mail. You must mail your Exclusion Request to the following, postmarked no later than ___:

**Settlement Administrator
Banh Class Action
Settlement [Address]**

If you submit a valid Exclusion Request, you will not receive any benefits of the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this proposed settlement.

13. If I don't exclude myself, can I sue AHM later?

No. If you do not timely submit a valid Exclusion Request, you will remain a part of the

Questions? Visit

www.infotainmentsettlement.com or call toll

free

Settlement Class and you will not be able to sue AHM for the same legal claims that are released as part of the Settlement.

14. If I exclude myself can I get benefits from this Settlement?

No. If you submit a valid Exclusion Request, you will not receive benefits of the settlement and you cannot object to the settlement. If you exclude yourself, you should not submit a Claim Form seeking reimbursement. You cannot both exclude yourself and seek any benefits of the settlement. If you want to receive benefits under the settlement, you cannot exclude yourself from the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has decided that the following law firms are qualified to represent you and all Settlement Class Members for purposes of this proposed settlement:

- (1) Hagens Berman Sobol Shapiro, LLP of Seattle, WA.
- (2) Goldenberg Schneider, LPA of Cincinnati, OH

Together these law firms are called “Class Counsel.” They are experienced in handling similar cases against other automotive manufacturers and/or distributors. More information about these law firms, their practices, and their lawyers’ experience is available at www.hbsslaw.com and www.gs-legal.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to hire your own lawyer, you may do so at your own expense.

17. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for any of their expenses associated with this case, but by _____, they will file an application with the Court requesting that the Court award Class Counsel fees and expenses to be paid by AHM. Any fees or expenses that Class Counsel request must be approved by the Court and will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

By no later than ____, Named Plaintiffs will also ask the Court to approve a Service Award for each of them to compensate them for their time and effort on behalf of the Settlement Class. Again, the Service Awards will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Class Counsel’s application for fees and expenses and the Named Plaintiffs’ Service Awards will be available after _____ on the settlement administrator’s website: www.infotainmentsettlement.com.

Neither the Class Counsel’s fees and expenses nor the Service Awards will reduce any of the benefits you may receive under the proposed settlement.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I like or do not like the proposed settlement?

Questions? Visit www.infotainmentsettlement.com or call toll free

You can tell the Court that you do or do not agree with the proposed settlement or some part of it. If you remain a Settlement Class Member (that is, if you do not exclude yourself, or opt-out, from the settlement), then you can tell the Court that you like the proposed settlement and it should be approved, or you object to all or part of the proposed settlement. The Court will consider all comments from Settlement Class Members.

To comment or object, you must send a letter to the Settlement Administrator, to Class Counsel, or AHM's Counsel at the addresses indicated below, specifically state whether you are commenting or objecting on the settlement in *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx) (C.D. Cal.), and include your:

- full name;
- mailing address;
- telephone number;
- approximate date of purchase or lease;
- model year(s) of your Settlement Class Vehicle(s);
- vehicle identification number(s) ("VIN") of your Settlement Class Vehicle(s);
- statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member;
- explanation of your factual and legal grounds for objecting;
- statement as to whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- copies of any documents supporting your objection; and
- signature.

You do not need to hire legal counsel to comment on or object to the settlement. But, if you are represented by legal counsel, you must also file your comment or objection to the settlement electronically with the Court and clearly identify your legal counsel.

Any Settlement Class Member objecting to the settlement (each an "Objector") must also provide a detailed list of all objections to any other class action settlements submitted by him or her, or his or her legal counsel, to any court in connection with a class action settlement in the previous five (5) years. If the Objector or his or her counsel has *not* objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively state as much in their submission to the Court.

The filing of an objection allows Class Counsel or AHM's Counsel to take the Objector's deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an Objector to make himself or herself available for a deposition or otherwise comply with expedited discovery requests may result in the Court striking the Objector's objection and/or otherwise denying the Objector the opportunity to make an objection or be further heard. The Court may tax the costs of any such discovery to the Objector or the Objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you intend to appear at the Final Approval Hearing, your comment or objection must identify the attorneys representing you, if any, who will appear at the Final Approval Hearing.

You must mail your comment or objection to the Court, Settlement Administrator, Class Counsel and AHM's Counsel at the following addresses, postmarked no later than _____:

Defense Counsel

King & Spalding, LLP
c/o Livia M. Kiser
633 W. 5th Street
Suite 1600
Los Angeles, CA 90071

Class Counsel

Hagens Berman Sobol Shapiro, LLP
c/o Sean R. Matt
1301 Second Avenue
Suite 2000
Seattle, WA 98101

Court

Clerk of Court
Roybal Federal Building
255 East Temple Street
Los Angeles, CA 90012

Settlement Administrator

Bahn Class Action Settlement
(insert address)

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class as a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

20. When and where will the Court decide to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

The Court (Judge Klausner) will hold a hearing (the “Final Approval Hearing”) on ___ at ___ at am/pm at the Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850, 8th Floor to decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Klausner may listen to people who have asked to speak at the hearing. The Court might also decide how much Class Counsel should be paid for representing the Settlement Class and whether Service Awards should be paid to Named Plaintiffs for their time and effort in representing the Settlement Class. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

21. Do I have to come to the Final Approval Hearing?

No, but you are welcome to come at your own expense if you do not exclude yourself from the proposed settlement. Class Counsel will answer questions that Judge Klausner might have. If you send a comment or objection, you do not have to come to the Final Approval Hearing to talk about it. As long as your comment or objection is timely, the Court will consider it. If you decide to hire your own attorney, he or she may also attend the Final Approval Hearing, but it is not necessary.

22. May I speak at the Final Approval Hearing?

If you do not exclude yourself, you may ask the Court’s permission to speak at the Final Approval Hearing concerning the proposed settlement or Class Counsel’s request for attorneys’ fees and expenses or Service Awards for the Class Representatives. To do so, you must send a letter to the Court and provide a copy to Class Counsel and AHM’s Counsel, indicating that you intend to appear at the Final Approval Hearing in *Banh, et al. v. American Honda Motor Co., Inc.*, Case No. 2:19-cv-05984-RGK (ASx). The letter must state the position you intend to present at the hearing, state the identities of all attorneys, if any, who will represent you, and must include your full name, current address, telephone number, model year and VIN of your Settlement Class Vehicle(s), and your signature. You must send your notice to the Clerk of the Court, Class Counsel, and AHM’s Counsel at the three addresses listed under Questions 18 and 20 above, postmarked no later than _____. You may combine this notice and your comment or objection (described under Question 18) in a single letter. You cannot speak at the Final Approval Hearing if you exclude yourself from the proposed settlement.

Questions? Visit

www.infotainmentsettlement.com or call toll free

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and benefit from the Extended Warranty, the 2 free years of AcuraLink Security Service, the DAAP, and the Infotainment System Online Resource described under Question 7 above, but you will not receive reimbursements for eligible out-of-pocket expenses, if any. Furthermore, you will not be permitted to appear and speak at the Final Approval Hearing.

ADDITIONAL INFORMATION

24. Are there more details available?

You can obtain more information by visiting the website www.infotainmentsettlement.com, where you can find extra Claim Forms, information about the history of this Litigation and the status of the proposed settlement, and documents, such as the Second Amended Class Action Complaint filed by the Plaintiffs, AHM's answer and affirmative defenses, and Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards filed by the Plaintiffs. You can also file claims through the website.

You may also call or write Class Counsel at:

HAGENS BERMAN SOBOL SHAPIRO LLP

1301 Second Avenue, Suite 2000

Seattle, Washington 98101

Telephone: (206) 623-7292

Facsimile: (206) 623-0594

Regarding: Acura RDX settlement

GOLDENBERG SCHNEIDER, LPA

4445 Lake Forest Drive, Suite 490

Cincinnati, Ohio 45242

Telephone: (513) 345-8291

Facsimile: (513) 345-8294

Regarding: Acura RDX settlement

Questions? Visit

**www.infotainmentsettlement.com or call toll
free _____**

EXHIBIT C

2019-2020 ACURA RDX INFOTAINMENT SYSTEM LITIGATION
CLAIM FORM INSTRUCTIONS

You are receiving this Claim Form because American Honda Motor Co., Inc's ("AHM") records show that you made more than one service visit to an authorized Acura dealership for the same Infotainment System issue not resolved during the initial warranty service visit and the subsequent visit did not occur as a result of a recall or product update. Under this Settlement, you will automatically receive two (2) free years of AcuraLink Security Service (a \$89 value per year) as a Settlement Class Member (**Benefit 1**). You do not need to submit a Claim Form to receive Benefit 1. If you do not wish to receive Benefit 1, simply contact the settlement administrator at _____, including your name, the Vehicle Identification Number (VIN) for your vehicle, and indicating you do not wish to receive Benefit 1.

You must, however, submit the attached Claim Form (or submit a Claim Form electronically at www.infotainmentsettlement.com) to seek reimbursement for the following three categories of out-of-pocket costs:

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 these expenses.

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 occurrences and the expenses.

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 (4 years/50,000 miles) expired prior to the date that the Settlement's Extended Warranty for certain Infotainment System Symptoms took effect (adding 2 years/24,000 miles to the original warranty), you should file a Claim Form for Benefit 4. To be valid, your claim must include documentation of covered warranty repairs and the expense. The Extended Warranty covers Infotainment System Symptoms, which refers to the symptoms identified in: (1) Acura Service Bulletin 20-001 (center display unit stays on with the ignition turned to OFF and the door open, display switches between the Day Mode and Night Mode, the Drive Mode Not Available message appears, or the disclaimer is stuck on); and (2) Acura Service Bulletin 20-031 (popping/crackling from the speakers, blank display, no sound from the audio system, or network loss message). 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 submit your Claim Form electronically, go to www.infotainmentsettlement.com

To submit your Claim Form through the mail, mail your completed Claim Form to:

2019-20 ACURA RDX INFOTAINMENT SYSTEM LITIGATION
[INSERT ADDRESS] _____

All Claim Forms must be submitted online or postmarked by _____, 2021.

2019-2020 ACURA RDX INFOTAINMENT SYSTEM SETTLEMENT CLAIM FORM

Submit this Claim Form to seek one or more of the Benefits below. Check the appropriate box for each benefit you are seeking. If you are seeking reimbursement for out-of-pocket costs, include the amount of reimbursement you are requesting and attach proof of each expense.



Benefit 2: Costs of Recharging Vehicle's Battery - I incurred out-of-pocket costs to recharge my Vehicle's battery because the Vehicle's Infotainment System would not turn off. I have attached proof of the condition and these expenses (invoice, receipt, credit card charge, etc.).

Amount of Reimbursement: \$ _____



Benefit 3: Transportation Cost Reimbursement - I returned my Vehicle to an authorized dealership to obtain a repair for Infotainment System issues on *two or more occasions* and I incurred rental car, taxicab, or other ride-sharing service charges while my Vehicle was being serviced for those issues. I have attached proof of these visits and expenses (invoice, receipt, credit card charge, etc.).

Amount of Reimbursement: \$ _____



Benefit 4: Costs for Post Warranty Infotainment System Repairs - I incurred out-of-pocket repair expenses for Infotainment System Symptoms because my Vehicle's original New Vehicle Limited Warranty term (4 years/50,000 miles) expired prior to the date that the Settlement's Extended Warranty took effect. I have attached proof of these covered warranty repairs and expenses (invoice, receipt, credit card statement, etc.).

Amount of Reimbursement: \$ _____

Claimant Information

1. _____
Name of Registered Owner or Lessee of Vehicle (Current and Former Owners and Lessees May Submit a Claim)
2. _____
Address City State Zip Code
3. _____
Vehicle Identification Number (The VIN can be found on the metal plate at bottom of driver's side front windshield or on your lease or title documents)
4. _____
Email Address

Please sign the declaration below:

I hereby attest to and affirm the authenticity of the receipt or other proof of payment provided to support my claim and state that I actually incurred and was not previously reimbursed for these expenses.

Signature: _____

Print name: _____

If you prefer to file your Claim Form electronically, go to www.rdxinfotainmentsettlement.com

EXHIBIT D

2019-2020 ACURA RDX INFOTAINMENT SYSTEM LITIGATION
CLAIM FORM INSTRUCTIONS

You received this Claim Form because records show that you owned or leased a 2019 or 2020 Acura RDX covered by this Settlement. To qualify for any of the Settlement Benefits discussed below, you must file a Claim Form by the [REDACTED] claim deadline.

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 Years of AcuraLink Security Service for Free

If you made more than one service visit to an authorized Acura 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 two years of AcuraLink Security Service (a \$89 value per year) for free. 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 (4 years/50,000 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) Acura Service Bulletin 20-001 (center display unit stays on with the ignition turned to OFF and the door open, display switches between the Day Mode and Night Mode, the Drive Mode Not Available message appears, or the disclaimer is stuck on); and (2) Acura Service Bulletin 20-031 (popping/crackling from the speakers, blank display, no sound from the audio system, or network loss message). 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.

To submit your Claim Form electronically, go to www.infotainmentsettlement.com

To submit your Claim Form through the mail, mail your completed Claim Form to:

2019-2020 ACURA RDX INFOTAINMENT SYSTEM LITIGATION
[INSERT ADDRESS] _____

All Claim Forms must be submitted online or postmarked by [REDACTED], 2021.

2019-2020 ACURA RDX INFOTAINMENT SYSTEM SETTLEMENT CLAIM FORM

Submit this Claim Form to seek one or more of the Benefits below. Check the appropriate box for each benefit you are seeking. If you are seeking reimbursement for out-of-pocket costs, include the amount of reimbursement requested and attach proof of each expense.

Benefit 1: Two Years of AcuraLink Security Service for Free (a \$89 value per year) – I made more than one service visit to an authorized Acura dealership for Infotainment System issues that were not resolved during the initial warranty service visit and the subsequent visit did not occur as a result of a recall or product update. (Note: You may file a claim for this Benefit even if you do not have documentation showing more than one visit to an Acura Dealership. In that instance, AHM will review its records to attempt to find proof of your visits. However, if you have or can obtain documents of these visits (such as dealership invoices or records), you should submit those documents with this Claim Form as it will increase the likelihood that your claim will be approved.)

Benefit 2: Costs of Recharging Vehicle's battery - I incurred out-of-pocket costs to recharge my Vehicle's battery because the RDX's Infotainment System would not turn off. I have attached proof of the condition and the expenses (invoice, receipt, credit card charge, etc.).

Amount of Reimbursement: \$ _____

Benefit 3: Transportation Cost Reimbursement – I returned my Vehicle to an authorized dealership to obtain a repair for Infotainment System issues on *two or more occasions* and I incurred rental car, taxicab, or other ride-sharing service charges while my RDX was being serviced for those issues. I have attached proof of these visits and expenses (invoice, receipt, credit card charge, etc.).

Amount of Reimbursement: \$ _____

Benefit 4: Costs for Infotainment System Repairs - I incurred out-of-pocket repair expenses for Infotainment System Symptoms because my Vehicle's original New Vehicle Limited Warranty term (4 years/50,000 miles) expired prior to the date that the Settlement's Extended Warranty (adding 2 years/24,000 miles to the original warranty) took effect. I have attached proof of the covered repairs and these expenses (invoice, receipt, credit card statement, etc.).

Amount of Reimbursement: \$ _____

Claimant Information

1. _____
Name of Registered Owner or Lessee of Vehicle (Current and Former Owners and Lessees May Submit a Claim)

2. _____
Address City State Zip Code

3. _____
Vehicle Identification Number (The VIN can be found on the metal plate at bottom of driver's side front windshield or on your lease or title documents)

4. _____
Email Address

Please sign the declaration below:

I hereby attest to and affirm that I am eligible for the Settlement Benefits indicated above and that the documentation provided, if any, to support my claim is authentic and, if I am seeking reimbursement, that I actually incurred and was not previously reimbursed for these expenses.

Signature: _____

Print name: _____

If you prefer to file your Claim Form electronically, go to www.infotainmentsettlement.com

EXHIBIT E

March 11, 2021

United States Attorney General
and the Appropriate Officials
Identified in Attachment A

RE: CAFA Notice of Proposed Class Action Settlement

Dear Attorney General or Appropriate State Official:

This Notice is being provided to you in accordance with the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715 on behalf of Defendant, American Honda Motor Co., Inc., in the below-referenced class action ("the Action"). Plaintiffs' Motion for Preliminary Approval of Class Action Settlement was filed with the Court on March 1, 2021. The Court has not yet scheduled a preliminary approval hearing.

Case Name:	<i>Banh, et al. v. American Honda Motor Co., Inc.</i>
Case Number:	<i>Case No.: 2:19-cv-05984 RGK (ASx)</i>
Jurisdiction:	<i>United States District Court for the Central District of California</i>
Date Settlement filed with Court:	<i>March 1, 2021</i>

Pursuant to 28 U.S.C. § 1715 (b), the enclosed CD-ROM contains the following documents filed in the Action:

01 - Corrected Second Amended Class Action Complaint.pdf

Filed January 15, 2020

02 - Notice of Motion and Motion for Preliminary Approval.pdf

Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, filed on March 1, 2021, and attaching:

[List Exhibits]

03 - Declaration of Sean Matt in Support of Motion for Preliminary Approval of Class Settlement

[List Exhibits]

04 - Settlement Agreement.pdf

Class Action Settlement Agreement and Release, filed on March 1, 2021, and attaching:

[List Exhibits]

Additional case materials are available on the Court's docket, published electronically on PACER

(www.pacer.login.uscourts.gov).

It is not possible to provide a breakdown of the Settlement Class in accordance with 28 U.S.C. § 1715 (b)(7) at this time. However, we anticipate that the Settlement Class is sufficiently numerous as to include Class Members potentially residing in all 50 U.S. states, as well as the District of Columbia, and may include Class Members residing in Puerto Rico and the U.S. territories.

There are no other settlements or agreements made between Counsel for the parties related to the class defined in the proposed settlement. As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.

If you have any questions regarding the details of the case and settlement, please contact Defense Counsel's representative at:

Livia M. Kiser
King & Spalding LLP
633 West Fifth Street
Suite 1600
Los Angeles, California 90071 USA
Phone: (213) 443-4394
Email: lkiser@kslaw.com

Regards,

/s/

Enclosures

EXHIBIT F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JIMMY BANH et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC, a California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[The Honorable R. Gary Klausner]

**[PROPOSED] FINAL
APPROVAL ORDER AND
JUDGMENT**

1 On _____, 2021, the Court entered a Preliminary Approval Order (Dkt. # __)
2 that preliminarily approved the Settlement Agreement in this Litigation and
3 specified the manner in which the Settlement Administrator, Defendant American
4 Honda Motor Co., Inc. (“AHM”), was to provide notice to the Settlement Class.
5 The Settlement Agreement, which is incorporated herein by reference, sets forth
6 the terms and conditions for a settlement and dismissal with prejudice of the
7 Litigation. Terms and phrases in this Final Order and Judgment, unless otherwise
8 defined herein, shall have the same meaning as ascribed to them in the Settlement
9 Agreement.

10 Following the dissemination of the Notice and the posting of the Notice on
11 the Settlement Website, Settlement Class Members were given an opportunity to:
12 (i) submit timely requests for exclusion from the Settlement Class, or (ii) object to
13 the Settlement Agreement (including the Class Counsel Fees and Expenses Award
14 and Named Plaintiffs’ Service Award).

15 A Final Approval Hearing was held on _____, 2021 at _am, at which
16 time each person filing timely written objections to the settlement and a notice of
17 his/her intent to appear were given a full opportunity to state any objections to the
18 settlement.

19 NOW THEREFORE, this matter having been brought before the Court on
20 the motion of Named Plaintiffs Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal
21 Samaha, George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave
22 Jahsman, John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor,
23 Srikarthik Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton,
24 through their attorneys, the Court, having fully considered the terms of the
25 Settlement Agreement and all submissions made in connection with it, finds that
26 the Settlement Agreement and the settlement shall be finally approved as fair,
27 reasonable, and adequate, and the Litigation dismissed with prejudice as to all
28

1 Settlement Class Members who have not excluded themselves from the Settlement
2 Class, and dismissed without prejudice as to all persons who timely and validly
3 excluded themselves from the Settlement Class as set forth on the list of Opt-Outs.
4 The Court further finds the Released Claims are subject to the Release in
5 accordance with Federal Rule of Civil Procedure 54 and other applicable laws.

6 The Court hereby makes the following findings of fact and conclusions of
7 law:

8 1. The Court finds it has personal jurisdiction over the Named Plaintiffs
9 and all members of the Settlement Class and has subject matter jurisdiction to
10 approve the settlement and Settlement Agreement, including all Exhibits thereto.

11 2. The Court finds this order is being entered more than ninety (90) days
12 after AHM provided notice of the proposed settlement to the Attorney General of
13 the United States and the attorneys general of the States as required by 28 U.S.C. §
14 1715(b), complying fully with 28 U.S.C. § 1715(d).

15 3. The Court finds that the manner of dissemination and content of the
16 Notice as specified in detail in the Settlement Agreement:

- 17 i. constituted the best notice practicable;
- 18 ii. constituted notice that was reasonably calculated under the
19 circumstances to apprise Settlement Class Members of the
20 pendency of the Litigation, of their right to object to or exclude
21 themselves from the proposed settlement, of their right to appear
22 at the Final Approval Hearing and of their right to seek monetary
23 and other relief;
- 24 iii. constituted reasonable, due, adequate and sufficient notice to all
25 persons entitled to receive notice;
- 26 iv. met all applicable requirements of Due Process and any other
27 applicable law or requirement; and
28

1 v. full and fair opportunity has been afforded to the members of the
2 Settlement Class to be heard at and to participate in the Final
3 Approval Hearing.

4 4. The Court finds the settlement set forth in the Settlement Agreement
5 is fair, reasonable, and adequate as to each of the Parties and as it applies to the
6 Settlement Class, and in compliance with all requirements of Due Process and
7 applicable law, as to and in the best interests of each of the Parties and members of
8 the Settlement Class, and directs consummation of all of its terms and provisions,
9 and any timely and valid objections thereto are hereby overruled.

10 5. With respect to the Settlement Class, the Court finds and concludes,
11 for settlement purposes only, that: (i) the Settlement Class Members are so
12 numerous as to make joinder impracticable; (ii) there are questions of law and fact
13 common to the Settlement Class, and such questions predominate over any
14 questions affecting only individual Settlement Class Members; (iii) the Named
15 Plaintiffs' claims and the defenses thereto are typical of the claims of Settlement
16 Class Members and the defenses thereto; (iv) the Named Plaintiffs and Class
17 Counsel can protect, and have fairly and adequately protected, the interests of the
18 Settlement Class Members in the Litigation; and (v) a class action is superior to all
19 other available methods for fairly and efficiently resolving the Litigation and
20 provides substantial benefits to the Settlement Class Members and the Court. The
21 Court therefore determines that this action satisfies the prerequisites for class
22 certification for settlement purposes pursuant to Federal Rule of Civil Procedure
23 23.

24 6. The Court further finds that the Settlement Agreement is supported by
25 the vast majority of the members of the Settlement Class. As of the last date by
26 which requests for exclusion were to be postmarked in accordance with the terms
27 of the Preliminary Approval Order, the Settlement Class Members who have opted
28

1 out of the Settlement Class and any objections submitted are relatively few when
2 compared to the total number of members of the Settlement Class. The terms of
3 this Final Order and Judgment and the Settlement Agreement do not apply to the
4 Opt-Outs or to any other persons the Parties agree in writing submitted timely and
5 valid requests for exclusion, unless such Opt-Outs or persons elect to claim the
6 benefits set forth in the Settlement Agreement, thereby choosing to rescind their
7 requests for exclusion from the Settlement Class by filing a Claim.

8 7. The Court finds that the Settlement Agreement and the settlement
9 provided for therein and any proceeding taken pursuant thereto are not and should
10 not in any event be offered or received as evidence of, a presumption, concession
11 or an admission of liability, a defect, or of any misrepresentation or omission in
12 any statement or written document approved or made by AHM or any Releasee of
13 the suitability of these or similar claims to class treatment in active litigation and
14 trial; provided, however, that reference may be made to the Settlement Agreement
15 and the settlement provided for therein in such proceedings as may be necessary to
16 effectuate the settlement.

17 8. The Court finds that the Parties and the Settlement Administrator have
18 fully complied with their respective obligations as set forth in the Preliminary
19 Approval Order entered by this Court on _____.

20 Based upon the foregoing findings of fact and conclusions of law, which are
21 based upon and supported by the substantial evidence presented by the Parties
22 hereto and members of the Settlement Class, all of which the Court has considered
23 and is in the record before the Court, IT IS HEREBY ORDERED as follows:

24 1. The preliminary certification of the Settlement Class in the
25 Preliminary Approval Order is hereby confirmed and made final for purposes of
26 the Settlement Agreement, as approved by this Final Order and Judgment. Pursuant
27
28

1 to Federal Rule of Civil Procedure 23, the Court hereby certifies, for settlement
2 purposes only, a Settlement Class defined as follows:

3 All current owners and lessees of the 2019-2020 Acura RDX (each a
4 “Settlement Class Vehicles”), who reside in, and who purchased or
5 leased their vehicles (other than for purposes of resale or distribution)
6 in, the United States, Puerto Rico, and all United States territories, as
7 well as former owners and lessees of Settlement Class Vehicles who
8 submit a Claim. The Settlement Class also includes all United States
9 military personnel who purchased a Settlement Class Vehicle during
10 military duty.

11 2. Specifically excluded from the Settlement Class are:(1) AHM; (2) any
12 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a
13 controlling interest; (4) any officer, director, or employee of AHM; (5) any
14 successor or assign of AHM; (6) any Judge to whom the Litigation is assigned; (7)
15 anyone who purchased a Settlement Class Vehicle for the purpose of resale; (8)
16 any owners or lessees of Settlement Class Vehicles that were not distributed for
17 sale or lease in the United States, Puerto Rico, or other United States territories; (9)
18 any former owner or lessee who does not file a Claim pursuant to the settlement;
19 (10) any person who has resolved or otherwise released their claims as of the date
20 of the settlement; and (11) all persons who have timely elected to opt out of or
21 exclude themselves from the Settlement Class in accordance with this Court’s
22 Orders.

23 3. The proposed method for providing relief to Settlement Class
24 Members, as set forth in the Settlement Agreement, is finally approved as fair,
25 reasonable, adequate, just, and in the best interests of the Settlement Class, and the
26 Parties are hereby ordered to implement, provide, and comply with the
27 requirements and relief described in the Settlement Agreement in accordance with
28

1 its terms. For settlement purposes only, the Court confirms its appointment of
2 AHM as Settlement Administrator and finds the Settlement Administrator has fully
3 discharged its duties as set forth in the Settlement Agreement.

4 4. The Court confirms its appointment of Class Counsel, for settlement
5 purposes only, of: (1) Hagens Berman Sobol Shapiro, LLP; and (2) Goldenberg
6 Schneider, LPA, and finds Class Counsel adequately represents the Settlement
7 Class for purposes of entering into and implementing the settlement and Settlement
8 Agreement.

9 5. The Court confirms its appointment, for settlement purposes only, of
10 Named Plaintiffs Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha,
11 George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman,
12 John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Srikarthik
13 Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, for
14 settlement purposes only, and finds Named Plaintiffs adequately represent the
15 Settlement Class for purposes of entering into and implementing the settlement and
16 Settlement Agreement.

17 6. The Court awards Named Plaintiffs a Service Award of \$ _____ to each
18 Named Plaintiff and a Class Counsel Fees and Expenses Award in the amount of
19 \$ _____ to Class Counsel. These amounts shall be paid and distributed in
20 accordance with the provisions of the Settlement Agreement.

21 7. The motion for final approval of all the terms set forth in the
22 Settlement Agreement is GRANTED, and the Court hereby overrules all
23 objections, as either untimely, not in accordance with the Court's previous order,
24 or on their merits. The Court directs consummation of all of the Settlement
25 Agreement's terms and provisions.

26 8. The Court approves the list of Opt-Outs attached hereto as Exhibit
27 _ and determines that Exhibit _ is a complete list of all Settlement Class Members
28

1 who timely have requested exclusion from the Settlement Class. The Opt-Outs
2 shall neither share in nor be bound by the Final Order and Judgment, subject to the
3 terms of the Settlement Agreement.

4 9. The Court adjudges that the Named Plaintiffs and Settlement Class
5 Members have conclusively compromised, settled, dismissed, and released any and
6 all claims against AHM and the Releasees.

7 10. The Court declares that the Settlement Agreement and this Final Order
8 and Judgment to be binding on, and have res judicata and preclusive effect in all
9 pending and future lawsuits or other proceedings encompassed by the Release and
10 the Released Claims maintained by or on behalf of the Named Plaintiffs and all
11 other Settlement Class Members, as well as their successors, assigns, past, present,
12 and future parents, subsidiaries, joint ventures, partnerships, related companies,
13 affiliates, unincorporated entities, divisions, groups, directors, officers,
14 shareholders, employees, agents, representatives, servants, partners, executors,
15 administrators, assigns, predecessors, successors, descendants, dependents, and
16 heirs.

17 11. By operation of this Final Order and the Judgment entered therewith,
18 effective as of the Effective Date, and in consideration of the Settlement Agreement
19 and the benefits extended to the Settlement Class, the Named Plaintiffs, on behalf
20 of themselves and the Settlement Class Members, and each Settlement Class
21 Member, on behalf of himself or herself or itself and his or her or its respective
22 successors, assigns, past, present, and future parents, subsidiaries, joint ventures,
23 partnerships, related companies, affiliates, unincorporated entities, divisions,
24 groups, directors, officers, shareholders, employees, agents, representatives,
25 servants, partners, executors, administrators, assigns, predecessors, successors,
26 descendants, dependents, and heirs, do or by operation of this Final Order and
27 Judgment are deemed to have fully released and forever discharged the Releasees
28

1 from the Released Claims in accordance and consistent with the terms of the
2 Settlement Agreement, but not as to any obligations created or owed to them under
3 the terms of the Settlement Agreement.

4 12. The Court dismisses on the merits and with prejudice the Corrected
5 Second Amended Class Action Complaint (Dkt. # 66-1) in this Litigation without
6 fees or costs except as provided in the Settlement Agreement. Upon the Effective
7 Date, the Named Plaintiffs and all members of the Settlement Class who have not
8 been excluded from the settlement, whether or not they submit a Claim Form within
9 the time and in the manner provided for, shall be barred from asserting any
10 Released Claim against AHM, and any such members of the Settlement Class shall
11 have released any and all Released Claims against the Releasees.

12 13. Effective as of the date of this Order, to the fullest extent permitted by
13 law, the Court orders and enters a permanent injunction barring and enjoining
14 Settlement Class Members from filing, commencing, prosecuting, intervening in
15 or participating (as class members or otherwise) in any other lawsuit or
16 administrative, regulatory, arbitration or other proceeding in any jurisdiction based
17 on, relating to or arising out of the Released Claims; and (ii) organizing Settlement
18 Class Members who have not been excluded from the class into a separate class for
19 purposes of pursuing as a purported class action any lawsuit or arbitration or other
20 proceeding (including by seeking to amend a pending complaint to include class
21 allegations or seeking class certification in a pending action) based on, relating to
22 or arising out of the Released Claims; the terms of the Release shall not apply to the
23 Opt-Outs listed on Exhibit _ hereto or to any other persons the Parties agree in
24 writing submitted timely and valid requests for exclusion and should also be listed
25 as Opt-Outs unless such persons elect to claim the benefits set forth in the
26 Settlement Agreement thereby choosing to rescind their requests for exclusion
27 from the Settlement Class.

1 14. The Court hereby authorizes the Parties, without further approval from
2 the Court, to adopt such amendments, modifications and expansions of the
3 Settlement Agreement and all Exhibits hereto as: (i) shall be consistent in all
4 material respects with this Final Order and Judgment; and (ii) do not limit the rights
5 of the Parties or Settlement Class Members.

6 15. If (i) the Effective Date does not occur for any reason whatsoever, or
7 (ii) the Settlement Agreement becomes null and void pursuant to the terms of the
8 Settlement Agreement, this Final Order and Judgment shall be deemed vacated and
9 shall have no force or effect whatsoever.

10 16. Without affecting in any way the finality of the judgment entered
11 under this Final Order and Judgment, this Court reserves continuing and exclusive
12 jurisdiction over the Parties, including all Settlement Class Members, and the
13 execution, consummation, administration, and enforcement of the terms of the
14 Settlement Agreement.

15 17. The Court finds that there is no reason for delay and directs the Clerk
16 to enter this Final Order and Judgment in accordance with the terms of this Final
17 Order and Judgment as of the date of this Order.

18
19 **IT IS SO ORDERED.**

20
21 Date: _____

HONORABLE R. GARY KLAUSNER
UNITED STATES DISTRICT JUDGE

Exhibit 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JIMMY BANH et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC, a California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[The Honorable R. Gary Klausner]

**DECLARATION OF MEDIATOR
HON. DICKRAN M. TEVRIZIAN
(RET.) IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT**

1 I, Dickran M. Tevrizian (Ret.), declare and state as follows:

2 1. I am a mediator with JAMS, the largest private ADR provider in the United
3 States. Prior to joining JAMS, I served as District Court Judge for the United States
4 District Court for the Central District of California from 1985 until retiring from the
5 bench in 2007. Before being appointed to the federal bench by President Ronald
6 Reagan, I served as judge for the Superior Court of California County of Los Angeles
7 (1978-1982) and Los Angeles Municipal Court (1972-1978).

8 2. My honors, memberships, and professional activities include: Recognized
9 as a Best Lawyer, Best Lawyers in America, 2020, 2021; Selected as a Southern
10 California Super Lawyer in the field of Alternative Dispute Resolution, 2019-2020;
11 Recognized as a Best Lawyer, Alternative Dispute Resolution Category, Best Lawyers
12 in America, 2009-2016; Recognized as a Top 50 California Neutral, Daily Journal, 2010
13 and 2012; Emil Gumpert Award for promoting Alternative Dispute Resolution, 2005;
14 Justice Armand Arabian Leaders in Public Service Award, 2005; Distinguished Public
15 Service Award, Orange County Federal Bar Association, 2003; Maynard Toll Award
16 for service to the underprivileged, Los Angeles County Bar Association, 2002; Ellis
17 Island Medal of Honor Award, 1999; Federal Court Trial Judge of the Year, Malibu Bar
18 Association, 1998; Peter The Great Gold Medal of Honor, Russian Academy of Natural
19 Sciences for outstanding contributions to the field of law, 1998; Trial Jurist of the Year,
20 Los Angeles County Bar Association, 1994-1995; Trial Judge of the Year, California
21 Trial Lawyers Association, 1987; Former Advisory Director to the University of
22 California, Los Angeles School of Public Policy; Former Member, Board of Directors,
23 Armenian General Benevolent Union, Glendale Memorial Hospital Foundation,
24 Armenian Eye Care Project, Exceptional Children's Foundation; Lecturer for numerous
25 Bar Associations, California Continuing Education Programs, and State Bar Mandatory
26 Continuing Legal Education Seminars.

1 3. The Parties have mutually consented and have requested that I submit this
2 declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class
3 Settlement and Direction of Notice under Fed. R. Civ. P. 23(e) based upon personal
4 knowledge of the following.

5 4. Between February 2020 and October 2020, I presided over three formal
6 (and numerous informal) mediation sessions between Plaintiffs and Defendant
7 American Honda Motor Co. Inc. (“AHM”). All participants agreed that the entire
8 mediation process was to be regarded as settlement negotiations under Rule 408 of the
9 Federal Rules of Evidence, protecting disclosure made during such process from later
10 discovery, dissemination, publication and/or use in evidence. By making this
11 declaration, neither the Parties nor I waive in any way the provisions of this
12 confidentiality agreement or the protections of Rule 408. While I cannot disclose the
13 contents of the mediation negotiations, the Parties have authorized me to inform the
14 Court of the procedural and the substantive matters set forth below.

15 5. I presided over two mediation sessions held in February and March, 2020
16 one in person and one via Zoom conferencing. Both sides made adversarial
17 presentations to me, in which they vigorously sought to maximize the benefits to their
18 respective clients. No settlement was reached, and I concluded that further litigation
19 developments would need to occur before the next mediation session.

20 6. The Parties renewed mediation efforts with me in September, and I
21 presided over a formal mediation session held on October 1, 2020 via Zoom
22 conferencing. This session resulted in a settlement-in-principal, and the Parties
23 executed a Memorandum of Understanding shortly thereafter.

24 7. The negotiations were conducted at arm’s length, spirited, prolonged, and
25 difficult. In the course of those negotiations, the parties made multiple evidentiary
26 presentations. While supervising the negotiations, I endeavored to help the parties
27 bridge their differences and evaluate the strengths and weaknesses of their respective
28

1 positions. Based on my observations and first-hand experience, the parties' counsel
2 have substantial expertise in the fields of class actions and complex litigation resolution.
3 The level of advocacy for all parties throughout the medication process was
4 exceptionally informed, ethical, and effective. Notably, the parties did not begin
5 negotiating attorneys' fees, expense reimbursement, or service awards for the named
6 plaintiffs until after all material settlement benefits for the Class were negotiated, agreed
7 and set forth in the Memorandum of Understanding.

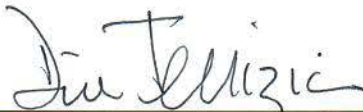
8 8. The parties and their counsel engaged in extensive adversarial
9 negotiations over a multitude of issues in the case. The facilitated negotiations were
10 lengthy, principled, exhaustive, informed, and sometimes contentious.

11 9. In my opinion, the outcome of these mediated negotiations is the result of
12 a fair, thorough, and fully-informed, arms-length process between highly capable,
13 experienced, and informed parties and counsel. The final settlement was reached only
14 after extensive and complex negotiations, thorough investigation and litigation over
15 many months, and careful consideration of the risks, strengths, and weaknesses of their
16 respective positions on the substantive issues of the case, the risks and costs of continued
17 litigation, and the best interests of their clients.

18 10. I am not being compensated for providing this declaration.

19
20 I declare under penalty of perjury that the foregoing is true and correct.

21
22 Executed on February 26, 2021 at Pasadena, California.

23
24 
25 _____
26 Hon. Dickran M. Tevrizian (Ret.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

JIMMY BANH et al., on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC, a California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

[The Honorable R. Gary Klausner]

**AMENDED [PROPOSED]
PRELIMINARY APPROVAL
ORDER**

1 The parties to the above-captioned litigation (the “Litigation”) have
2 entered into a Class Action Settlement Agreement and Release, together with
3 exhibits (collectively, the “Settlement Agreement”), that sets forth the terms and
4 conditions for a proposed settlement, which if approved by the Court, would fully
5 and finally resolve this proposed class action. The Settlement Agreement was
6 submitted to this Court on _____ (Dkt. # _). Unless otherwise defined herein,
7 terms and phrases in this Order shall have the same meaning as ascribed to them
8 in the Settlement Agreement, which is incorporated herein by reference.

9 Plaintiffs have filed a motion for preliminary approval of the Settlement
10 Agreement and for an order directing dissemination of class notice, which
11 Defendant American Honda Motor Co., Inc., (“AHM”) does not oppose. The
12 motion came for hearing on _____, at _____, before the undersigned.

13 The Court has read and considered the Settlement Agreement including
14 the Notices and Claim Forms, has considered the submissions in support of the
15 preliminary approval motion and the pleadings and other papers on file in this
16 action, and has heard the statements and presentations of counsel at the hearing
17 on this motion, and finds there is sufficient basis for: (1) granting preliminary
18 approval of the Settlement Agreement; (2) preliminarily certifying a class for
19 settlement purposes; (3) appointing Named Plaintiffs as “Settlement Class
20 Representatives” and their counsel as Class Counsel for the Settlement Class; (4)
21 directing that Notice be disseminated to the Settlement Class Members; and (5)
22 setting a Final Approval Hearing at which the Court will consider whether to
23 grant final approval of the proposed settlement and Settlement Agreement.

24 //

25 //

26 //

27 //

28

1 The Court now GRANTS the motion for preliminary approval and makes
2 the following findings and orders:

3 1. Pursuant to Federal Rule of Civil Procedure 23, the Court
4 preliminarily certifies, for settlement purposes only, a Settlement Class defined
5 as follows:

6 All current owners and lessees of the 2019-2020 Acura RDX (each a
7 “Settlement Class Vehicle”), who reside in, and who purchased or
8 leased their vehicles (other than for purposes of resale or distribution)
9 in, the United States, Puerto Rico, and all United States territories, as
10 well as former owners and lessees of Settlement Class Vehicles who
11 submit a Claim. The Settlement Class also includes all United States
12 military personnel who purchased a Settlement Class Vehicle during
13 military duty.

14 Excluded from the stipulated Settlement Class are: (1) AHM; (2) any
15 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a
16 controlling interest; (4) any officer, director, or employee of AHM; (5) any
17 successor or assign of AHM; (6) any Judge to whom the Litigation is assigned;
18 (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale;
19 (8) any owners or lessees of Settlement Class Vehicles that were not distributed
20 for sale or lease in the United States, Puerto Rico, or other United States
21 territories; (9) any former owner or lessee who does not file a Claim pursuant to
22 the settlement; and (10) any person who has resolved or otherwise released their
23 claims as of the date of the settlement.

24 2. The preliminary certification of the Settlement Class and the
25 Litigation as a class action is for settlement purposes only and shall be terminated
26 and without further force or effect and without prejudice to either party in
27 connection with any future proceedings in the Litigation, including any future
28

1 motion with respect to class certification, if: (1) the Court fails to approve the
2 Settlement Agreement as written or if on appeal the Court’s approval is reversed
3 or substantially modified; or (2) the Final Approval Order and Judgment is not
4 entered by the Court or is reversed or substantially modified on appeal or
5 otherwise fails for any reason.

6 3. For settlement purposes only, the Court appoints as Settlement Class
7 Representatives Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha,
8 George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsman,
9 John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Sriarthik
10 Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, and
11 their counsel, Hagens Berman Sobol Shapiro, LLP, and Goldenberg Schneider,
12 LPA, as Class Counsel.

13 4. The Court preliminarily approves the settlement and Settlement
14 Agreement as sufficiently fair, reasonable, and adequate to warrant dissemination
15 of Notice of the proposed settlement to the Settlement Class, the posting of the
16 Notice on the settlement website (the Settlement Website), and the scheduling of
17 a Final Approval Hearing.

18 5. The Court further finds that the Settlement Agreement contains no
19 obvious deficiencies and that the parties entered into the settlement in good faith,
20 following arm’s length negotiation between their respective counsels facilitated
21 by a well-respected and independent mediator.

22 6. Solely for the purpose of implementing this Settlement Agreement
23 and effectuating the settlement, AHM shall be appointed as Settlement
24 Administrator.

25 7. The Settlement Administrator shall administer this settlement in
26 accordance with the Settlement Agreement and the Notice Plan therein, and this
27 Order, and AHM will bear all costs and expenses related to the administration of
28

1 this settlement.

2 8. The Settlement Administrator shall be responsible for providing
3 notice to the Settlement Class in accordance with the Notice Plan set forth in the
4 Settlement Agreement and this Order, and shall assist with various administrative
5 tasks, including, without limitation: (1) mailing or arranging for the mailing by
6 first-class mail, postage prepaid of the Notice and Claim Forms from the
7 information compiled from the Class List to each person on the Class List; (2)
8 emailing to each person on the Class List the Notice and Claim Forms if email
9 addresses are in the possession of AHM and requisite consent has been obtained;
10 (3) the creation and maintenance of the Infotainment System Online Resource;
11 (4) developing processes and procedures for handling deficient Claim Forms and
12 returned mail; (5) providing to Class Counsel and AHM Counsel within ten (10)
13 business days of receipt copies of notices of intention to appear at the Final
14 Approval Hearing and requests for exclusion from the Settlement Class; (6)
15 preparing an Opt-Out list of the Settlement Class Members requesting exclusion
16 and submitting an affidavit to the Court before the Final Approval Hearing
17 attesting to the accuracy of that list; (7) preparing a list of all persons who
18 submitted objections to the settlement and submitting an affidavit to the Court
19 attesting to the accuracy of that list; (8) maintaining a mailing address to which
20 Settlement Class Members can send requests for exclusion, objections, Claim
21 Forms and other correspondence; (9) processing Claim Forms submitted; and
22 (10) creation and maintenance of the Settlement Website.

23 9. The Court hereby approves the form of the Notices, without material
24 alteration from Exhibit B annexed to the Settlement Agreement, and the
25 procedure for disseminating Notice to the proposed Settlement Class as set forth
26 in the Notice Plan. The Court finds that the mailed and emailed Notices and the
27 Notices posted on the Settlement Website inform the Settlement Class Members
28

1 of the material terms of the Settlement Agreement and their rights and
2 responsibilities in connection with the settlement, and: (1) is the best practicable
3 notice; (2) is reasonably calculated, under the circumstances, to apprise
4 Settlement Class Members of the pendency of the Litigation and of their right to
5 object or to exclude themselves from the proposed settlement; (3) is reasonable,
6 and constitutes due, adequate, and sufficient notice to all persons entitled to
7 receive notice; and (4) meets all applicable requirements of Due Process and
8 applicable law.

9 10. Pursuant to Rule 23(c)(2)(B) and Rule 23(e), the Court orders that
10 the Settlement Administrator mail the appropriate Notice via postage prepaid first
11 class U.S. mail to the persons on the Class List, and email the appropriate Notice
12 to those persons for whom email addresses are in the possession of AHM and
13 requisite consent has been obtained, and that such mailing and emailing be
14 completed no later than 120 days after the entry of this order. The Notice shall
15 be accompanied by Claim Forms that do not materially differ from the forms
16 annexed as Exhibits C and D to the Settlement Agreement. AHM shall obtain
17 from R.L. Polk & Co. (n/k/a IHS Markit), Experian, or a similar entity, the most
18 currently available names and addresses of all current and former owners and
19 lessees of Settlement Class Vehicles in order to begin developing the Class List
20 so as to provide prompt Notice to Class Members after Preliminary Approval of
21 the Settlement.

22 11. The Court further orders the posting of the Notices and Claim Forms
23 on the Settlement Website within fourteen (14) days of the entry of this Order.
24 The Court further orders the Settlement Administrator to file with the Court proof
25 of mailing of the Notices and publication of both the Notices and Claim Forms
26 on the Settlement Website at or before the Final Approval Hearing.

27 12. The Court orders each Settlement Class Member who has not
28

1 submitted a timely request for exclusion from the Settlement Class and who
2 wishes to object to the fairness, reasonableness or adequacy of this Settlement
3 Agreement or the proposed settlement or to the Class Counsel Fees and Expenses
4 Award to: (1) file any objection via the Court’s electronic filing system (if
5 represented by counsel), or mail to the Settlement Administrator, and serve upon
6 Class Counsel and AHM’s Counsel at the addresses listed on the Notice, (2)
7 postmarked no later than forty-five (45) days after the Notice Date (“Objection
8 Deadline”), (3) a statement of the objection signed by the Settlement Class
9 Member and containing all of the following information:

10 (a) the objector’s full name, current address, and telephone number;

11 (b) identify the approximate date of acquisition and Vehicle
12 Identification Number for his, her, or its Settlement Class Vehicle;

13 (c) state that the objector has reviewed the Settlement Class definition
14 and understands that he, she, or it is a Settlement Class Member;

15 (d) provide a written statement of all grounds for the objection
16 accompanied by any legal support for such objections;

17 (e) provide copies of any papers, briefs, or other documents upon which
18 the objection is based; and

19 (f) provide a statement of whether the objector intends to appear at the
20 Final Approval Hearing.

21 13. In addition, any Settlement Class Member objecting to the
22 settlement shall provide a list of all other objections submitted by the objector
23 and/or by the objector’s counsel to any class action settlements submitted in any
24 state or federal court in the United States in the previous five (5) years. If the
25 Settlement Class Member or his, her, or its counsel has not objected to any other
26 class action settlement in the previous five years, he, she, or it shall affirmatively
27 so state in the objection.
28

1 14. No later than fourteen (14) days after the deadline for submission of
2 objections, the Settlement Administrator will submit to the Court all objections
3 it received from Settlement Class Members.

4 15. Any Settlement Class Member who does not provide a notice of
5 intention to appear in accordance with the deadlines and other specifications set
6 forth in the Notice, or who has not filed an objection in accordance with the
7 deadlines and other specifications set forth in the Settlement Agreement and the
8 Notice (as applicable), will be deemed to have waived any objections to the
9 settlement and may be foreclosed from seeking any adjudication or review of the
10 settlement by appeal or otherwise, subject to the discretion of the Court.

11 16. The submission of an objection shall allow Class Counsel or AHM's
12 Counsel to take the deposition of the objecting Settlement Class Member
13 pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and
14 location, and to obtain any evidence relevant to the objection. Failure by an
15 objector to make himself or herself available for a deposition or comply with
16 expedited discovery requests may result in the Court striking the objection. The
17 Court may tax the costs of any such discovery to the objector or the objector's
18 counsel if the Court determines that the objection is frivolous or is made for an
19 improper purpose.

20 17. Settlement Class Members may exclude themselves from the
21 settlement (i.e., "Opt-Out"), relinquishing their rights to any benefits under the
22 Settlement Agreement. A Settlement Class Member wishing to exclude himself,
23 herself, or itself must send the Settlement Administrator a letter postmarked no
24 later than forty-five (45) days after the Notice Date ("Opt-Out Deadline"),
25 containing: (1) the Settlement Class Member's name, current address, and
26 telephone number; (2) the approximate date of acquisition and VIN for his, her,
27 or its Settlement Class Vehicle; and (3) a clear statement communicating that he,
28

1 she, or it elects to be excluded from the Settlement Class, does not wish to be a
2 Settlement Class Member, and elects to be excluded from any judgment entered
3 pursuant to the settlement.

4 18. Any request for exclusion must be postmarked on or before the
5 deadline provided in the Notice. Any member of the Settlement Class who does
6 not submit a timely, written Opt-Out from the Settlement Class in accordance
7 with the requirements set forth in the Notice will be bound by all proceedings,
8 orders, and judgments in the Litigation, even if such member of the Settlement
9 Class has previously initiated or subsequently initiates individual litigation or
10 other proceedings encompassed by the Release and the Released Claims, as
11 defined in the Settlement Agreement.

12 19. Not later than fourteen (14) days after the deadline for submission
13 of requests for exclusion, the Settlement Administrator shall provide the Court,
14 Class Counsel, and AHM's Counsel a list identifying each Settlement Class
15 Member who submitted an exclusion request together with copies of the
16 exclusion requests and with a declaration attesting to the completeness and
17 accuracy thereof.

18 20. The Court hereby enjoins Settlement Class Members (and anyone
19 who purports to act on the behalf of any Settlement Class Member) unless and
20 until they have timely excluded themselves from the Settlement Class as set forth
21 in the Notice: (1) from filing, commencing, prosecuting, intervening in or
22 participating as plaintiff, claimant, or class member in any other lawsuit or
23 administrative, regulatory, arbitration, or other proceeding in any jurisdiction
24 based on, relating to, or arising out of the Released Claims; (2) from filing,
25 commencing or prosecuting a lawsuit or administrative, regulatory, arbitration,
26 or other proceeding as a class action on behalf of any Settlement Class Members
27 who have not timely excluded themselves (including by seeking to amend a
28

1 pending complaint to include class allegations or seeking class certification in a
2 pending action), based on, relating to, or arising out of the Released Claims; and
3 (3) from attempting to effect an opt-out of a class of individuals in any lawsuit or
4 administrative, regulatory, arbitration, or other proceeding based on, relating to,
5 or arising out of the Released Claims.

6 21. The Court hereby directs the Settlement Administrator to establish
7 a mailing address to be used for receiving requests for exclusion, objections,
8 notices of intention to appear, and any other communications.

9 22. The Court hereby approves the Claim Forms, which are annexed as
10 Exhibits C and D to the Settlement Agreement.

11 23. Based on the Declaration submitted by _____ (Dkt. #), the
12 Court finds that AHM filed proof of timely mailing of notices required pursuant
13 to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). The Court
14 therefore finds that AHM fully complied with the requirements of 28 U.S.C. §
15 1715(b) and served notice of the proposed settlement upon the appropriate federal
16 official and appropriate State official of each State in which a Settlement Class
17 Member resides and the information required to be provided pursuant to that
18 statute. AHM shall file any additional documents required by the statute (as
19 applicable), evidencing continued compliance with CAFA in advance of the Final
20 Approval Hearing.

21 24. Class Counsel shall file any memoranda or other materials in
22 support of final approval of the Settlement Agreement and motion for entry of
23 Final Approval Order and Judgment, including response to any timely and
24 properly filed objection to the Settlement Agreement, no later than twenty-eight
25 (28) days prior to the Final Approval Hearing. AHM may file its response, if any,
26 no later than twenty-one (21) prior to the Final Approval Hearing, and Class
27 Counsel may file a reply, if any, on or before no later than fourteen (14) prior to
28

1 the Final Approval Hearing. Such materials shall be served on Class Counsel,
2 AHM's Counsel, and on any Settlement Class Member (or his, her or its counsel,
3 if represented) to whose objection to the Settlement Agreement the memoranda
4 or other materials respond.

5 25. Class Counsel may apply to the Court for Class Counsel Fees and
6 Expenses Award consistent with the Settlement Agreement, and consistent with
7 any agreement reached by the parties on class counsel fees and expenses, no later
8 than two weeks prior to the Objection Deadline.

9 26. Class Counsel may also petition the Court for service awards
10 consistent with the Settlement Agreement, and consistent with any agreement
11 reached by the parties on service awards, no later than two weeks prior to the
12 Objection Deadline. The purpose of such awards (if approved by the Court) shall
13 be to compensate the Named Plaintiffs for their efforts undertaken for the benefit
14 of the Settlement Class Members.

15 27. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure
16 and in accordance with 28 U.S.C. § 1715(d), the Court sets _____, at _ a.m., as the
17 date and time of the Final Approval Hearing, at which the Court will determine:
18 (1) whether the proposed settlement is fair, reasonable and adequate and should
19 finally be approved by the Court; (2) whether to issue a Final Approval Order
20 and Judgment without material alteration from Exhibit F to the Settlement
21 Agreement; and (3) whether to approve Class Counsel Fees and Expenses Award,
22 and/or service awards for the Named Plaintiffs. The Final Approval Hearing shall
23 be held at the United States District Court, Roybal Federal Building and U.S.
24 Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850,
25 8th Floor.

26 28. The Court reserves the right to adjourn or continue the Final
27 Approval Hearing, or any further adjournment or continuance thereof, and to
28

1 approve the settlement with modifications, if any, consented to by the Class
2 Counsel and AHM’s Counsel without further notice.

3 29. Pending final determination of the application for approval of this
4 Settlement Agreement, all proceedings in this Litigation other than settlement
5 approval proceedings shall be stayed.

6
7 **IT IS SO ORDERED.**

8
9 Date: _____

10 HONORABLE R. GARY KLAUSNER
11 UNITED STATES DISTRICT JUDGE