

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

LINDSEY and JEFF ABERIN (a married couple), DON AWTREY, CHARLES BURGESS, JOHN KELLY, YUN-FEI LOU, and JOY MATZA, individually and on behalf of all others similarly situated ,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,  
INC. ,

Defendant.

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Case No. 4:16-cv-04384-JST

Assigned to: Hon. Jon S. Tigar

**CLASS ACTION SETTLEMENT  
AGREEMENT**

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## I. RECITALS

This 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)(3) and 23(e) between and among: (1) Plaintiffs Lindsay and Jeff Aberin, Don Awtrey, Charles Burgess, John Kelly, and Joy Matza, (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 who have since dismissed their claims) initiated this action on August 3, 2016, now captioned: *Aberin v. American Honda Motor Co., Inc.*, Case No. 4:16—cv-04384-JST (C.D. Cal.), filed an Amended Complaint on October 17, 2016, a Second Amended Complaint on July 7, 2017, a Third Amended Complaint on April 27, 2018, and a Fourth Amended Complaint on September 9, 2022;

WHEREAS, the Named Plaintiffs generally allege that AHM was aware and failed to disclose that the Hands Free Link (“HFL”) System in the Settlement Class Vehicles (defined below), which allows drivers to “pair” their phones for hands-free operation, causes excessive “parasitic drain” that could deplete batteries and cause other electrical components to fail;

WHEREAS, AHM filed several pleading challenges to Plaintiffs' Amended and Second Amended Complaints, which were granted in part and denied in part; WHEREAS, AHM filed an answer to the Third Amended Complaint on April 29, 2018, denying all material allegations and interposing a number of affirmative defenses;

WHEREAS, the Parties engaged in substantial fact and expert discovery;

WHEREAS, on August 27, 2020, Named Plaintiffs filed a Motion for Class Certification, which was opposed by AHM;

WHEREAS, in conjunction with Plaintiffs' Motion for Class Certification, AHM filed Rule 702 motions seeking to exclude Plaintiffs' experts;

WHEREAS, on March 23, 2021, the Court granted Plaintiffs' Motion for Class Certification, and certified the following classes and claims:

1. California Class: All persons who purchased the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the State of California. Claims: violations of the California Consumer Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1750 et seq.), violations of California's Unfair Business Practices Act ("UCL") (Cal. Bus. & Prof. Code §17200, et seq.), fraud by concealment, breach of implied warranty (Cal. Com. Code. § 2314), and violations of the MMWA (as applicable to the implied warranty claims) (15 U.S.C. § 2301, et seq.);
2. Kansas Class: All persons who purchased the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the State of Kansas. Claims: violations of the Kansas Consumer Protection Act ("Kansas CPA") (K.S.A. § 50-623, et seq.), breach of implied warranty (K.S.A. § 84-2- 314), and violations of the MMWA (as applicable to the implied warranty claims) (15 U.S.C. § 2301, et seq.);
3. New York Class: All persons who purchased the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the State of

New York. Claims: violations of New York General Business Law § 349 (N.Y. Gen Bus. Law § 349), fraudulent concealment, breach of implied warranty (N.Y. U.C.C. Law § 2-315), and violations of the MMWA (as applicable to the implied warranty claims) (15 U.S.C. § 2301, et seq.);

4. Washington Class: All persons who purchased the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the State of Washington. Claims: violations of the Washington Consumer Protection Act (“Washington CPA”) (Rev. Code of Wash. § 19.86.010, et seq.) for unfair and deceptive business practices, and fraudulent concealment;<sup>1</sup>

WHEREAS, the Court also appointed Christopher A. Seeger of Seeger Weiss LLP and James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. as Class Counsel for the certified classes;

WHEREAS, the Court denied AHM’s 702 motions;

WHEREAS, AHM filed a Rule 23(f) Petition for Leave to Appeal with the Ninth Circuit Court of Appeals, which was denied;

WHEREAS, AHM filed a Motion for Reconsideration of the Order certifying classes and claims, which was denied;

WHEREAS, on November 2, 2021, the Court entered an order Approving Class Notice Plan, which among other things, appointed JND Legal Administration LLC (“JND”), as Notice Administrator for the purpose of sending out notice to the certified classes;

WHEREAS, on April 1, 2022, Plaintiffs filed: (1) Motion to Exclude the Expert Report of David W. Harless, Ph.D., dated November 19, 2021; Motion to Strike th/e Declaration of David Harless, Ph.D., dated March 11, 2022, and (2) Motion to Exclude the Expert Reports of Dr. Thomas Livernois, Ph.D., P.E. and Mr. Ashish Arora, MSEE, P.E.;

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<sup>1</sup> Plaintiff Kelly is no longer pursuing an implied warranty claim under California law and none of the Named Plaintiffs are pursuing MMWA claims on behalf of the classes.

WHEREAS, on that same day, AHM filed: (1) Motion for Judgment on the Pleadings on Plaintiffs John Kelly's and Lindsay and Jeff Aberins' claims in their entirety and Plaintiffs Don Awtrey and Joy Matza's Magnuson-Moss Warranty Act Claim; (2) Motion for Summary Judgment on Plaintiffs John Kelly's, Lindsay and Jeff Aberin's, Don Awtrey's and Joy Matza's Claims; (3) Motion to Strike Portions of the Reports and Testimony of David W. Gilbert, Ph.D.; and (4) Motion to Strike a Portion of the Report and Testimony of Nidhi Agrawal, Ph.D. (collectively "Dispositive and Daubert Motions");

WHEREAS, on August 26, 2022, the Court granted in part and denied in part AHM's Motion for Judgment on the Pleadings;

WHEREAS, the remaining motions filed on April 1, 2022 remain pending;

WHEREAS, per the Court's order granting in part and denying in part AHM's Motion for Judgment on the Pleadings, Plaintiffs filed the Fourth Amended Complaint, which is the operative complaint;

WHEREAS, on September 30, 2022, AHM filed a Motion to Dismiss Plaintiff John Kelly's CLRA and UCL claims as pled in the Fourth Amended Complaint, which remains pending;

WHEREAS, on September 22, 2022 and October 12, 2022, the Parties conducted formal private mediation sessions with the Hon. Daniel J. Buckley (ret.), thereafter conducted additional informal mediation sessions, and now wish to fully and finally resolve the 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 Plaintiffs' claims are meritorious or that certification of the proposed classes was proper under Fed. R. Civ. P. 23 and continues to deny that it is legally responsible to Plaintiffs or any member of the Settlement Class for any of the claims or allegations asserted in the Litigation, 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 Plaintiffs and members of the Settlement Class for relief relating to Settlement Class Vehicles' HFL 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 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 the former Presiding Judge of the Superior Court of California, County of Los Angeles;

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

## **II. DEFINITIONS**

### **2.1 “AHM”**

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

### **2.2 “AHM's Counsel”**

“AHM’s Counsel” means Michael L. Mallow and Rachel S. Straus of Shook, Hardy & Bacon LLP.

### **2.3 “Claim”**

“Claim” is a request for certain benefits or reimbursement under this Settlement Agreement.

### **2.4 “Claim Deadline”**

“Claim Deadline” shall be ninety (90) days after the Notice Deadline and means the last date for Settlement Class Members to submit a Claim for HFL Disconnection Payment or Claim for HFL Reimbursement.

### **2.5 “Claim for HFL Disconnection Payment”**

“Claim for HFL Disconnection Payment” means a request for an HFL Disconnection Payment.

### **2.6 “Claim for HFL Replacement Reimbursement”**

“Claim for HFL Replacement Reimbursement” means a request for an HFL Replacement Reimbursement.

### **2.7 “Claim Form”**

“Claim Form” refers to a form to be completed by a Settlement Class Member to make a Claim for HFL Disconnection Payment or Claim for HFL Replacement Reimbursement under this Settlement Agreement and will include an attestation.

### **2.8 “Claims Period”**

“Claims Period” means the time period during which a Settlement Class Member may submit a Claim Form.

## **2.9 “Class Counsel”**

“Class Counsel” means: (1) Seeger Weiss LLP and (2) Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., both of which appear on the signature page of this Settlement Agreement.

## **2.10 “Class List”**

“Class List” means the complete listing of the names and addresses obtained by JND of current and former owners of Settlement Class Vehicles based on the VINS provided by AHM as well as contact information AHM has and will provide JND regarding Settlement Class Members, and thereby eligible to receive the Notice.

## **2.11 “Court”**

“Court” shall mean the United States District Court for the Northern District of California, the Honorable Jon S. Tigar presiding, or his duly appointed successor.

## **2.12 “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 and the Settlement Website, 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.

## **2.13 “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.

**2.14 “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 sixty (60) days after the Claims Period ends, subject to the approval of the Court.

**2.15 “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 C, attached hereto.

**2.16 “HFL Disconnection”**

“HFL Disconnection” means the HFL Unit was disconnected or possible excessive parasitic drain caused by the HFL Unit in the Settlement Class Vehicle.

**2.17 “HFL Disconnection Payment”**

“HFL Disconnection Payment” means a payment for an HFL Disconnection in the Settlement Class Vehicle for \$350, subject to the terms described herein.

**2.18 “HFL Replacement”**

“HFL Replacement” means replacement of an HFL unit with a new HFL unit in a Settlement Class Vehicle and documented indication of excessive parasitic drain before the replacement.

### **2.19 “HFL Replacement Reimbursement”**

“HFL Replacement Reimbursement” means reimbursement for actual out of pocket payments for parts or labor (whether paid to an authorized Honda or Acura dealer or a third party) up to \$500, by a Settlement Class Member for an HFL Replacement, subject to the terms described herein.

### **2.20 “HFL System”**

“HFL System” means the interface between the HFL unit and other components, including the microphone, display, navigation unit, and control switches.

### **2.21 “HFL Unit”**

“HFL Unit” means the black box component, which houses the Bluetooth chip and related circuitry in a plastic case of the Settlement Class Vehicles.

### **2.22 “Named Plaintiffs”**

“Named Plaintiffs” mean Plaintiffs Lindsay and Jeff Aberin, Don Awtrey, Charles Burgess, John Kelly, and Joy Matza.

### **2.23 “Notice”**

“Notice” means the Court-approved form of notice of the settlement provided to the persons on the Class List, which shall be without material alteration from Exhibit A attached hereto.

### **2.24 “Notice Plan”**

Notice Plan shall include sending the Notice via first class mail, postage prepaid, and shall also include email reminders, a social media component and targeted notice based on search terms used by persons on Google.

### **2.25 “Notice Administrator”**

“Notice Administrator” shall mean JND Legal Administration.

### **2.26 “Notice Date” or “Notice Deadline”**

“Notice Date” or “Notice Deadline” shall be thirty (30) days after the Preliminary Approval Date and shall be the deadline by which notice must be

disseminated to Settlement Class Members and by which the Settlement Website and telephone hotline shall be active.

**2.27 “Notice of Insufficiency”**

“Notice of Insufficiency” means a written communication from AHM to a Settlement Class Member notifying the Settlement Class Member: (1) of AHM’s determination that the Claim for HFL Replacement Reimbursement or Claim for HFL Disconnection Payment submitted by the Settlement Class Member lacks sufficient information and requires further information or corroboration; (2) of the specific deficiencies and explanation(s) therefor of the Claim for HFL Replacement Reimbursement or Claim for Disconnection Payment; (3) of any additional information or documentation required by AHM; (4) that the Settlement Class Member has thirty (30) days from the date of the Notice of Insufficiency to either (a) submit the additional information or documentation requested by AHM or (b) notify AHM and Class Counsel in writing of the reason(s) the information and documentation originally submitted with the Claim for HFL Replacement Reimbursement or Claim for HFL Disconnection Payment is sufficient; and (5) that the Settlement Class Member’s failure to perform either (4)(a) or (4)(b) shall constitute a waiver of the right to challenge AHM’s determination.

**2.28 “Payment Deadline”**

“Payment Deadline” shall be forty-five (45) days after the Effective Date and means the deadline for AHM to send checks for HFL Replacement Reimbursement and HFL Disconnection Payments to Settlement Class Members that have claims approved by the Settlement Administrator.

**2.29 “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 B attached hereto.

### **2.30 “Proof For Disconnection Payment”**

“Proof for Disconnection Payment” means documentation or other proof that the Settlement Class Vehicle: (1) had the HFL Unit disconnected (does not need to state parasitic drain), prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles, whichever occurs first, or (2) indication that the vehicle suffered from excessive parasitic drain from the HFL Unit that was not replaced prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first. Documentation or other proof can include, but is not limited to, repair orders, invoices, receipts, credit card records, bank account records, etc.

### **2.31 “Proof of HFL Replacement”**

“Proof of HFL Replacement” means documentation or other proof indicating excessive parasitic drain from the HFL unit and that the Settlement Class Vehicle had an HFL Replacement after the indication of excessive parasitic drain for which the Settlement Class Member, or someone acting on the Settlement Class Member’s behalf who is not an insurance-based entity or third-party warrantor, paid out of pocket, prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first. Such documentation or other proof can include, but is not limited to, repair orders, invoices, receipts, credit card records, bank account records, pictures etc.

### **2.32 “Recitals”**

“Recitals” 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.

### **2.33 “Reimbursement Information”**

“Reimbursement Information” means the following information: (1) the Settlement Class Member’s name; (2) the Vehicle Identification Number for the



Settlement Class Vehicle; (3) telephone number; (4) email address; (5) mailing address; and (6) Proof of HFL Disconnection Payment or Proof of HFL Replacement.

### **2.34 “Reimbursement Instructions”**

“Reimbursement Instructions” shall mean the document available to view, download, or print from the Settlement Website providing the instructions for submitting a Claim for Reimbursement.

### **2.35 “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 excessive parasitic drain caused by the HFL System, as asserted, or as could have been asserted, in the Litigation or any other proceedings, 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.

### **2.36 “Releasees”**



“Releasees” shall mean AHM, 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.

**2.37 “Relief”**

“Relief” means either an HFL Replacement Reimbursement or HFL Disconnection Payment.

**2.38 “Service Awards”**

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

**2.39 “Settlement Administrator”**

“Settlement Administrator” shall mean AHM.

**2.40 “Settlement Class Members”**

“Settlement Class Members” are all persons who purchased the Settlement Class Vehicles in the states of California, Kansas, New York, and Washington before the vehicles reached 10 years or 120,000 miles, whichever occurred first. Excluded from the Class are Defendant and its parents, subsidiaries, and affiliates; all persons who properly elect to be excluded from the Classes; governmental entities; and the Judge to whom this case is assigned and his/her immediate family.

**2.41 “Settlement Class Vehicles”**

“Settlement Class Vehicles” shall mean Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX.

**2.42 “Settlement Website”**

“Settlement Website” shall mean the website created and maintained by the Settlement Administrator, which will contain, among other things to be agreed to by the Parties, the Notice and Claim Form, and documents related to the settlement.

**2.43 “VIN”**

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

**2.44**

Other capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement and the exhibits attached hereto.

**III. SETTLEMENT CONSIDERATION**

**3.1** In exchange for dismissal of this Litigation, with prejudice, and the Released Claims as provided herein, AHM agrees that each Settlement Class Member who does not validly opt out of the Settlement is eligible for an: (a) HFL Replacement Reimbursement and/or (b) HFL Disconnection Payment subject to the qualifications, including the time and mileage restrictions, described herein.

**A. HFL Replacement Reimbursement**

**3.2** Settlement Class Members who paid out of pocket for parts or labor (whether paid to a Honda or Acura dealer or a third party) for an HFL Replacement prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever comes first, are eligible for an HFL Replacement Reimbursement, subject to the terms set forth herein.

**3.3** In order to be eligible for an HFL Replacement Reimbursement, a Settlement Class Member must submit Proof of HFL Replacement before the Claim Deadline.

**3.4** Class Members may be eligible for multiple HFL Replacement Reimbursements if they can submit the necessary Proof of HFL Replacement for each HFL Replacement. In order to be eligible for more than one HFL Replacement

Reimbursement, the Proof of HFL Replacement for any HFL Replacements after the first HFL Replacement must contain the VIN.

**B. HFL Disconnection Payment**

**3.5** Settlement Class Members who provide Proof of Disconnection Payment are eligible for a \$350 payment, subject to the terms set forth herein.

**3.6** In order to be eligible for an HFL Disconnection Payment, a Settlement Class Member must submit Proof of HFL Disconnection before the Claim Deadline.

**3.7** Class Members that submit Proof of HFL Replacement(s) and separate proof of a subsequent HFL Disconnection, may be eligible for a claim for both if they submit the requisite Proof of HFL Replacement(s) and Proof of HFL Disconnection. Class Members will not be eligible for an HFL Disconnection Payment if they are entitled to an HFL Replacement Reimbursement that occurred after an HFL Disconnection. In that event, the Settlement Class Member will be eligible for the greater between the HFL Disconnection Payment and the HFL Replacement Reimbursement amount, but not both.

**IV. 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 processing Claims for HFL Replacement Reimbursements and Claims for HFL Disconnection Payments.

**4.2** AHM shall be responsible for all costs related to the Notice Plan, Settlement Website, 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 Notice**

**4.3** The Notice Administrator will be responsible for implementing the Notice Plan.

**4.4** The Notice Administrator shall be responsible for providing notice substantially similar to the Notice attached as Exhibit A and to the persons on the Class List which the Notice administrator will develop and update.

**4.5** Among other things, the Notice will explain the Named Plaintiffs' claims that are the subject of the Litigation, the benefits of the settlement and how to obtain such benefits, and direct Settlement Class Members to the Settlement Website for more information and the Claim Form.

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

**4.7** The Notice Administrator will also send Notice to every Settlement Class Member it has an email address for one week after it sends the Notice by First Class Mail.

**4.8** The Notice Administrator will also send out a reminder email to every Settlement Class Member it has an email address for one month after the Notice Administrator sends the Notice by First Class Mail and two weeks before the Notice Deadline.

**C. Other Provisions Regarding Administration of the Settlement**

**4.9** As the Settlement Administrator, AHM will (1) develop processes and procedures for handling Notices of Insufficiencies in accordance with Section IV.E; (2) provide to Class Counsel and AHM Counsel copies of requests for exclusion from the Settlement Class as consistent with the terms set forth below; (3) prepare 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; (4) maintain a mailing address to which Settlement Class Members can send requests for exclusion, objections, Claim Forms and other correspondence; (5) process Claim Forms submitted; (6) create and maintain the Settlement Website in coordination with the Notice Administrator as appropriate; (7) inform Class Counsel of any Notice of

Insufficiency; and such other matters necessary to the administration of the settlement as contemplated elsewhere in this agreement.

**4.10** AHM will notify Authorized Honda and Acura Dealers about the proposed settlement after preliminary approval is granted and actively encourage the cooperation of such Dealers in providing documentation or other related proof to Settlement Class Members, to the extent available, to help the Settlement Class Members provide sufficient Proof of an HFL Replacement or Proof of an HFL Disconnection.

**4.11** AHM will fully cooperate with the Notice Administrator in providing contact information it may have for Settlement Class Members, and to otherwise ensure that notice is as effective as possible.

**4.12** Class Counsel will be permitted to undertake separate outreach to the Settlement Class Members, including on social media, but must provide AHM five (5) business days' notice before any public statements about the settlement or blast emails.

**4.13** The Settlement Website will make available documents relating to the settlement (including the Notice and Claim Form) available for download. By the Notice Date, the Settlement Administrator will launch the website, including posting the required documents on the Settlement Website.

**4.14** 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 Notice and Claim Form to any Settlement Class Member upon request.

**4.15** The Settlement Administrator, upon request, but at least every three weeks, will provide available information to Class Counsel as to the number of Claims submitted and the amount of each Claim so that Class Counsel may monitor and/or audit the claims process.

**4.16** 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”).

**4.17** Within fourteen (14) days prior to the Final Approval Hearing, the Notice 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.

**D. Claim Procedure-Benefit**

**4.18** Settlement Class Members who believe they are eligible for an HFL Replacement Reimbursement and/or an HFL Disconnection Payment under the Settlement Agreement must submit a completed copy of the Claim Form by mail or email along with Proof of HFL Replacement and/or Proof of HFL Disconnection Payment. The Claim Form will be available on the Settlement Website and can be requested by Settlement Class Members from the Settlement Administrator,

**4.19** In order to be eligible for a HFL Replacement Reimbursement or HFL Disconnection Payment, Class Members must submit the Claim Form and applicable proof by no later than the Claim Deadline.

**E. Claims Processing**

**4.20** Within thirty (30) days following submission of a Claim Form and any accompanying documentation, the Settlement Administrator will review the Claim Form and any accompanying documentation to determine if it believes the claim to be insufficiently corroborated, invalid, illegitimate, and/or fraudulent.

**4.21** If the Settlement Administrator believes that the claim is insufficiently corroborated, invalid, illegitimate, and/or fraudulent, the Settlement Administrator will send by mail (if a mailing address is known) and email (if an email address is known), within thirty (30) days following the submission of the Claim Form, a Notice of Insufficiency to the Settlement Class Member. If the Settlement Class Member submitted a claim for an HFL Replacement Reimbursement, but the Settlement

Administrator believes that the claim is insufficiently corroborated, invalid, illegitimate, and/or fraudulent, and the claim submissions would otherwise support an HFL Disconnection Payment, the Notice of Insufficiency will make that clear and allow the Settlement Class Member to, instead, opt for and request a HFL Disconnection Payment.

**4.22** The Notice of Insufficiency will set forth the reason(s) for the denial and provide notice of the Settlement Class Members' right to contest the denial and request reconsideration and/or to attempt to cure any defect within thirty (30) days of receipt of the Notice of Insufficiency.

**4.23** On a biweekly basis 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 so that Class Counsel may monitor and/or audit the claims process. AHM shall also timely provide information in response to other reasonable requests from Class Counsel.

**4.24** A Settlement Class Member who has been sent a Notice of Insufficiency may attempt to cure the deficiency or contest the decision denying the Claim by either: (a) submitting the information or documentation requested by AHM in the Notice of Insufficiency or (b) by notifying AHM and Class Counsel in writing of the reasons why the information and documentation originally submitted is sufficient and valid or (c) submit other documentation that supports the claim (the "Contest Notice"). Unless good cause is shown for any lateness, any Contest Notice must be postmarked or emailed within thirty (30) days after the date of mailing by the Settlement Administrator of the Notice of Insufficiency. 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. A Settlement Class Member's failure to timely perform (a) through (c) shall constitute a waiver of his or her right to challenge AHM's



determination that the Claim for HFL Replacement Reimbursement or Claim for HFL Disconnection Payment is insufficient.

**4.25** Within thirty (30) days following the submission of the Settlement Class Member's Contest Notice, AHM must notify the Settlement Class Member and Class Counsel in writing of its decision to accept or reject, in whole or in part, the Claim for HFL Replacement Reimbursement or HFL Disconnection Payment. Any rejection, in whole or in part, of a Claim for HFL Replacement Reimbursement or Claim for HFL Disconnection Payment shall be accompanied with an explanation of the basis for the rejection.

**4.26** If the Settlement Administrator finally denies a Claim, the Settlement Class Member may appeal the denial to the National Center for Dispute Settlement ("NCDS") for binding resolution, which has been vetted by the Hon. Daniel J. Buckley (ret.). Absent good cause, an appeal of a denial must be made within forty-five (45) days of final denial by the Settlement Administrator. Any decision by the NCDS will be final and binding upon all parties. AHM will pay any cost charged by the NCDS 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.

**4.27** By the Payment Deadline, AHM will send a check to all Settlement Class Members who have submitted a valid Claim for HFL Replacement Reimbursement or valid Claim for HFL Disconnection Payment. To the extent there are any Claims that remain pending at the Payment Deadline (*i.e.*, they are still proceeding through the Notice of Insufficiency process described above, including Claims that have been appealed to the NCDS) and AHM determines that all or part of a Claim should be paid or the NCDS finds in the Settlement Class Member's favor, AHM shall pay those Claims within 30 days of (1) AHM determining the Claim should be paid or (2) receiving notice that the NCDS ruled in the Settlement Class Member's favor.

**4.28** If this Settlement never becomes Final for any reason, no relief of any kind shall be made to anyone pursuant to the Settlement Agreement.



**F. Objections and Requests for Exclusion**

**4.29** 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). Objections must be filed electronically or postmarked no 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, their 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, they 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.

**4.30** 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, their or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, they or it shall affirmatively so state in the objection.

**4.31** 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.

**4.32** 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.

**4.33** 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.

**4.34** 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.

**4.35** 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.

## **V. 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 B 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 C 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, 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; 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, unless there is a

contrary agreement by the Parties, 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 forty-five (45) 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 and the relevant trust account information, AHM shall pay, by wire transfer, 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.

## **VI. 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.

## **VII. 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. 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 IV.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. Continuing Jurisdiction**

**7.6** 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.

**G. Binding Effect of Settlement Agreement**

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

**H. Governing Law**

**7.8** 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.

**I. Construction of Settlement Agreement Terms**

**7.9** 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.

**J. Confidentiality Agreements**

**7.10** 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.

**K. Extensions of Time**

**7.11** 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).

**L. Authority to Execute Settlement Agreement**

**7.12** 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).

**M. Further Authority**

**7.13** 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.

**N. Termination**

**7.14** 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 B 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;

- (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
- (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 total number of Settlement Class Members

**7.15** 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.

**7.16** 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.

**7.17** If the Settlement is not finally approved, is not upheld on appeal, or otherwise does not become Final for 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.

**O. Full and Final Agreement**

**7.18** 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.

**7.19** 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.

**P. Headings**

**7.20** 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.

**Q. Severability**

**7.21** 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 VII.N.

**R. Notices**

**7.22** 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 at:  
Christopher A. Seeger  
Scott A. George  
Seeger Weiss LLP

55 Challenger Road  
Sixth Floor  
Ridgefield Park, NJ 07660

James E. Cecchi  
Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
5 Becker Farm Road  
Roseland, NJ 07068

For AHM:

Michael L. Mallow  
Rachel A. Straus  
Shook, Hardy & Bacon LLP  
2049 Century Park East, Suite 3000  
Los Angeles, CA 90067

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.

**S. Cost and Expenses.**

**7.23** 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.

**T. Taxes**

**7.24** 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.

**U. Communications**

**7.25** AHM reserves the right to communicate with its customers, business contacts, and members of the 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.

**V. Counterparts**

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: February 27, 2023

SHOOK, HARDY & BACON L.L.P.

By: /s/ Rachel A. Straus

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

Dated: February 28, 2023

SEEGER WEISS LLP

By: /s/

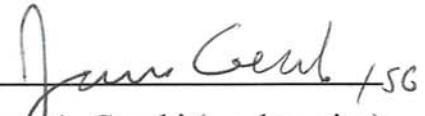


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Dated: February 28, 2023

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*Attorneys for Plaintiffs*

Dated: February \_\_, 2023

American Honda Motor Co., Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_



Dated: February \_\_, 2023

SEEGER WEISS LLP

By: /s/ \_\_\_\_\_

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CARELLA, BYRNE, CECCHI,  
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By: /s/ \_\_\_\_\_

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*Attorneys for Plaintiffs*

Dated: February 28, 2023

American Honda Motor Co., Inc.

By: Steven Bailey

Its: VP Parts, Svc & Technical

Dated: February \_\_, 2023

LINDSEY ABERIN

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT A

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**If you purchased certain Acura vehicles with a hands-free calling system,  
your rights may be affected by a class action settlement**

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

*Para una notificación en español, visite [www.xxxxxx.com](http://www.xxxxxx.com)*

- A proposed settlement has been reached in a class action lawsuit called *Lindsay Aberin, et al. v. American Honda Motor Company, Inc.*, Case No. 16-cv-04384-JST (N.D. Cal.) (the “Settlement”).
- Plaintiffs claim that Defendant American Honda Motor Co., Inc. (“AHM”) failed to disclose a defect in the “hands-free” calling system, HandsFreeLink™ (“HFL”), offered in certain Acura vehicles. Plaintiffs assert that the alleged defect caused them to suffer out-of-pocket losses and other damages. AHM expressly and vigorously denies Plaintiffs’ allegations. AHM further denies that it has engaged in any wrongdoing, and specifically denies all claims described above and asserted in the litigation. Plaintiffs and AHM (the “Parties”) have agreed to the Settlement to avoid the time, expense and uncertainties of litigation.
- If the Settlement is approved, eligible Settlement Class Members who submit a valid and timely claim may qualify for: (a) an **HFL Replacement Reimbursement** for actual out of pocket payments for parts or labor (whether paid to an authorized Honda or Acura dealer or a third party) up to \$500 and/or (b) an **HFL Disconnection Payment** in the amount of \$350, as further detailed in Question 7. Settlement details, including the Class Action Settlement Agreement (“Settlement Agreement”), can be found at [www.xxxxxx.com](http://www.xxxxxx.com).
- You are a Settlement Class Member if you purchased a 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX Acura vehicle (“Settlement Class Vehicles”) in the states of California, Kansas, New York, and Washington before the vehicles reached 10 years or 120,000 miles, whichever occurred first.
- Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. ***Please read this Notice carefully.*** The deadlines may be moved, canceled, or otherwise modified, so please check [www.xxxxxx.com](http://www.xxxxxx.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• Receive a payment</li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue AHM separately for the claims in this case</li> </ul>	File electronically or Postmark no later than <b>Month x, 2023</b>
<b>EXCLUDE YOURSELF (“OPT OUT”)</b>	<ul style="list-style-type: none"> <li>• Remove yourself from the Settlement Class</li> <li>• Get no benefits</li> <li>• Keep your right to sue or continue to sue AHM separately for the same legal claims in this case</li> </ul>	Postmark on or before <b>Month x, 2023</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement</li> <li>• Remain in the Settlement Class, be bound by the Settlement, and still file a claim for payment</li> </ul>	File electronically or Postmark no later than <b>Month x, 2023</b>
<b>ATTEND THE FINAL APPROVAL HEARING</b>	<ul style="list-style-type: none"> <li>• Ask to speak in Court about the Settlement—If you want your own attorney to represent you, you must pay for your attorney yourself</li> </ul>	File Notice of Intention to Appear by <b>Month x, 2023</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Stay in the Settlement Class, but receive no payment</li> <li>• Give up your right to sue or continue to sue AHM separately for the same legal claims in this case</li> </ul>	

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- 3. What is a class action and who is involved?
- 4. Why is there a Settlement?

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## **BASIC INFORMATION**

### **1. Why should I read this Notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Northern District of California, and the case is called *Lindsay Aberin, et al. v. American Honda Motor Company, Inc.*, Case No. 16-cv-04384-JST. The individuals who sued, and were earlier appointed to serve as Class Representatives, Lindsay and Jeff Aberin, Don Awtrrey, Charles Burgess, John Kelly, and Joy Matza, are called the Plaintiffs and the company they sued, AHM, is called the Defendant.

You may be part of this class action lawsuit if you purchased one of the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the State of California, Kansas, New York, or Washington before the vehicles reached 10 years or 120,000 miles, whichever occurred first.

### **2. What is the lawsuit about?**

This case involves claims arising from Plaintiffs' purchases of Acura vehicles which contained a Bluetooth pairing device "HandsFreeLink" that allowed for hands-free cell phone calls. According to Plaintiffs, the HFL system contains a defect causing it to malfunction by failing to switch off properly when not in use. Plaintiffs allege that AHM was aware of the defect before Settlement Class Members purchased their vehicles, but failed to remedy it. As a result, Plaintiffs allege that they have suffered out-of-pocket losses and other damages. More details about the case can be found at [www.xxxxxx.com](http://www.xxxxxx.com).

### **3. What is a class action and who is involved?**

In a class action, one or more people called "Class Representative(s)" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The people who sue – and all the class members like them – are called the "Plaintiffs." The company the Plaintiffs sued (in this case AHM) is called the "Defendant." One court resolves the issues for everyone in the class. Here, United States District Judge Jon S. Tigar is presiding over the class action.

### **4. Why is there a Settlement?**

AHM denies that it did anything wrong. Both sides, with the assistance of a neutral and experienced mediator who is the former Presiding Judge of the Superior Court of California, County of Los Angeles, have agreed to the Settlement. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. Plaintiffs and their attorneys think the Settlement is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

## **THE SETTLEMENT CLASS**

### **5. Am I part of the Settlement Class?**

The Settlement Class consists of all persons who purchased the following Acura vehicles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the states of California, Kansas, New York, and Washington before the vehicles reached 10 years or 120,000 miles, whichever occurred first. Please note, Plaintiffs will be seeking to amend the classes that were initially certified for trial, which did not include the 10 years/120,000 miles limit as to when the vehicles were purchased. Excluded from the Settlement Class are Defendant and its parents, subsidiaries, and affiliates; all persons who properly elect to be excluded from the Settlement Class; governmental entities; and the Judge to whom this case is assigned and his/her immediate family.

### **6. What if I am still not sure if I am included?**

If you are still not sure whether you are included in the Settlement Class, you can get help at [www.xxxxxx.com](http://www.xxxxxx.com), or by calling the Settlement Administrator toll-free at xxx-xxx-xxxx.

## **SETTLEMENT BENEFITS**

### **7. What does the Settlement provide?**

If the Court approves the Settlement, eligible Settlement Class Members who submit a valid and timely claim may qualify for an **HFL Replacement Reimbursement** and/or an **HFL Disconnection Payment**.

#### **HFL Replacement Reimbursement**

Settlement Class Members who paid out of pocket for parts or labor (whether paid to a Honda or Acura dealer or a third party) for an HFL replacement prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever comes first, are eligible for an HFL Replacement Reimbursement up to \$500. In order to be eligible for an HFL Replacement Reimbursement, you must submit documentation or other proof, such as repair orders, invoices, receipts, credit card records, bank account records, etc. indicating:

1. That there was excessive parasitic drain from the HFL unit *before* the Settlement Class Vehicle had an HFL replacement; and
2. That you, or someone acting on your behalf who is not an insurance-based entity or third-party warrantor, paid out of pocket for an HFL replacement, *prior* to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first.

You may be eligible for multiple HFL Replacement Reimbursements if you can submit the necessary proof of HFL replacement for *each* HFL replacement. In order to be eligible, the proof of HFL replacement for any HFL replacements *after the first* HFL replacement must contain the vehicle identification number (“VIN”).

#### **HFL Disconnection Payment**

Settlement Class Members may be eligible for one time \$350 payment if your HFL Unit was disconnected from the HFL System in a Settlement Class Vehicle prior to the vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first. In order to be eligible for an HFL Disconnection Payment, you must submit documentation or other proof of disconnection, such as repair orders, invoices, receipts, credit card records, bank account records, etc. indicating that the Settlement Class Vehicle:

Questions? Visit [www.xxxxxx.com](http://www.xxxxxx.com) or call toll-free xxx-xxx-xxxx

1. Had the HFL unit disconnected (does not need to state parasitic drain) prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first; or
2. Experienced possible parasitic drain from the HFL unit that was not replaced prior to the Settlement Class Vehicle reaching 10 years or 120,000 miles from original purchase, whichever occurs first.

Settlement Class Members who submit proof of an HFL replacement(s) and separate proof of a subsequent HFL disconnection, may be eligible for **both benefits** if they submit the required proof of HFL replacement(s) and proof of HFL disconnection. Settlement Class Members will not be eligible for an HFL Disconnection Payment if they are entitled to an HFL Replacement Reimbursement that occurred *after* an HFL disconnection. In that event, the Settlement Class Member will be eligible for the greater between the Disconnection Payment and the HFL Replacement Reimbursement amount, but not both.

More details are in a document called the Settlement Agreement, which is available at [www.xxxxxx.com](http://www.xxxxxx.com).

## 8. What am I giving up to get a payment or stay in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue or continue to sue AHM about the claims released in this Settlement. It also means that all the Court's decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at [www.xxxxxx.com](http://www.xxxxxx.com).

## HOW TO GET A PAYMENT

## 9. How can I get a payment?

To be eligible to receive a payment from the Settlement, eligible Settlement Class Members must complete and submit a timely Claim Form and proof of HFL replacement and/or proof of HFL disconnection payment. The Claim Form can be obtained online at [www.xxxxxx.com](http://www.xxxxxx.com) or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms and applicable proof must be submitted online or postmarked no later than **Month x, 2023** to:

X  
X  
X  
X

[www.xxxxxx.com](http://www.xxxxxx.com)

If you do not submit a valid Claim Form by **Month x, 2023**, you will not receive a payment, but you will be bound by the Court's judgment.

## 10. When will I get my payment?

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

Questions? Visit [www.xxxxxx.com](http://www.xxxxxx.com) or call toll-free xxx-xxx-xxxx



**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement or you want to keep the right to sue or continue to sue AHM on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

**11. How do I get out of the Settlement?**

To exclude yourself (or “Opt Out”) from the Settlement, you must submit a valid written request to Opt Out. The request to Opt Out must include the following:

- Your full name, current address, and telephone number;
- Identify the case name and number (*Lindsay Aberin, et al. v. American Honda Motor Company, Inc.*, Case No. 16-cv-04384-JST);
- The approximate date of acquisition and VIN for your Settlement Class Vehicle; and
- A clear statement communicating that you elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement.

Your exclusion request must be postmarked on or before **Month x, 2023** and mailed to:

X  
X  
X

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) AHM about the claims in this case.

**IF YOU DO NOT EXCLUDE YOURSELF BY MONTH x, 2023, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.**

**12. If I don’t exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue AHM for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement.

**13. If I exclude myself, can I still get a Settlement payment?**

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

Yes. The Court appointed two law firms to represent Settlement Class Members as Class Counsel:

**Christopher A. Seeger**  
Seeger Weiss LLP  
55 Challenger Road, 6th Floor  
Ridgefield Park, NJ 07660  
(973) 639-9100  
[cseeger@seegerweiss.com](mailto:cseeger@seegerweiss.com)

**James E. Cecchi**  
Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C.  
5 Becker Farm Road  
Roseland, NJ 07068-1739  
(973) 994-1700  
[JCecchi@carellabyrne.com](mailto:JCecchi@carellabyrne.com)

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

AHM will pay attorneys' fees and expense reimbursements to Class Counsel ("Class Counsel Fees and Expenses Award") and service awards to named Plaintiffs ("Service Awards") separate and apart from any relief provided to the Settlement Class. The Parties have not yet agreed on the Class Counsel Fees and Expenses Award or the Service Awards and will continue to negotiate to reach an agreement. If the Parties are unable to reach agreement, the Parties will attempt to narrow the dispute(s) as much as possible before Plaintiffs 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 or you may oppose. Please check [www.xxxxxx.com](http://www.xxxxxx.com), for updates.

**16. Should I get my own lawyer?**

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against AHM because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court if I do not like the Settlement?**

Any Settlement Class Member who does not timely and properly Opt Out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement and/or the the application for Class Counsel's Fees and Expenses Award. An objection must be filed with the Court

<p><b>Clerk of the Court</b> Office of the Clerk United States District Court Northern District of California 1301 Clay Street Oakland, CA 94612</p>
--

and shall be filed not later than **Month x, 2023**. The Court can only approve or deny the Settlement. The Court cannot alter the terms of the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

The written objection must include:

- Your full name, current address, and telephone number;
- Identify the case name and number (*Lindsay Aberin, et al. v. American Honda Motor Company, Inc.*, Case No. 16-cv-04384-JST);
- Identify the date of acquisition and VIN for your Settlement Class Vehicle;
- A written statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member, as well as provide written proof establishing that you are a Settlement Class Member;
- A written statement of the objection(s) which must include a statement as to whether it applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state the grounds for the objection, including any evidence and legal authority you wish to bring to the Court's attention;
- Copies of any documents you want the Court to consider;
- A statement as to whether you intend to appear at the Final Approval Hearing; and
- A sworn declaration listing all other objections submitted by you or your counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If you or your counsel has not objected to any other class action settlement in the United States in the previous five years, you should affirmatively so state in the objection.

#### **18. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

### **THE FINAL APPROVAL HEARING**

#### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on Month x, 2023 at x:xx a.m. Pacific, at the United States District Court, Northern District of California, in the Oakland Courthouse, Courtroom 6 – 2<sup>nd</sup> Floor, 1301 Clay Street, Oakland, CA 94612. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel Fees and Expenses Award, and grant Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check [www.xxxxxx.com](http://www.xxxxxx.com) or <https://ecf.cand.uscourts.gov> for updates.

#### **20. Do I have to come to the hearing?**

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Defendant will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

Questions? Visit [www.xxxxxx.com](http://www.xxxxxx.com) or call toll-free xxx-xxx-xxxx

**21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear.” Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and Defendant’s Counsel at the addresses in Question x on or before Month x, 2023.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against AHM about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This Notice contains a summary of the proposed Settlement. More details and the Settlement Agreement are available at [www.xxxxx.com](http://www.xxxxx.com). You can also call the Settlement Administrator toll-free xxx-xxx-xxxx, or write to:

x  
x  
x  
x

Complete copies of the pleadings, orders and other publicly filed documents in the lawsuit may also be accessed for a fee through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

Questions? Visit [www.xxxxx.com](http://www.xxxxx.com) or call toll-free xxx-xxx-xxxx

# EXHIBIT B

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 OAKLAND DIVISION

4 ABERIN, *et al.*, individually and on behalf of all  
5 others similarly situated ,

6 Plaintiffs,

7 v.

8 AMERICAN HONDA MOTOR CO., INC. ,

9 Defendant.

Case No. 4:16-cv-04384-JST

**[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT, CERTIFYING  
CLASS, APPROVING NOTICE TO THE  
CLASS, AND SCHEDULING FINAL  
APPROVAL HEARING**

Judge: Honorable Jon S. Tigar

10  
11 In this Action Plaintiffs seek relief for American Honda Motor Co., Inc.’s alleged  
12 violations of the consumer protection, fraudulent concealment, and breach of implied warranty  
13 laws of the States of California, Kansas, New York, and Washington, and claims under the  
14 Magnuson Moss Warranty Act, 15 U.S.C. 2301, et seq., as set forth in Plaintiffs’ Fourth Amended  
15 Class Action Complaint (“Complaint”) dated September 9, 2022, ECF No. 403.<sup>1</sup>

16 Presented to the Court for preliminary approval is a Settlement of the Action. The terms of  
17 the Settlement are set forth in the Settlement Agreement, executed by counsel on \_\_\_\_\_, on  
18 behalf of all of the Plaintiffs and the Defendant (the “Parties”). The Court has considered Plaintiffs’  
19

20 \_\_\_\_\_  
21 <sup>1</sup> This Order incorporates by reference the definitions in the Parties’ Class Action Settlement  
22 Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 1 to Plaintiffs’ Notice  
23 of Motion, Unopposed Motion for Approval of Settlement Agreement and Certification of  
24 Settlement Class, and Supporting Memorandum, ECF \_\_\_\_, and all terms used herein shall have  
the same meanings as set forth in the Settlement Agreement unless set forth differently herein.  
The terms of the Settlement are fully incorporated in this Order as if set forth fully herein.

1 Unopposed Motion for Preliminary Approval of Settlement Agreement (“Preliminary Approval  
2 Motion”) and its earlier Order Granting Motion for Class Certification (ECF No, 291), among  
3 other things, to determine whether to approve preliminarily the Settlement, certify preliminarily a  
4 Settlement Class, authorize the dissemination of Class Notice to the Settlement Class Members,  
5 and set a date and time for the Final Approval Hearing. Upon reviewing the Settlement Agreement,  
6 it is hereby ORDERED, ADJUDGED AND DECREED as follows:

7 1. Class Findings. The Court preliminarily finds that the requirements of the Federal  
8 Rules of Civil Procedure (“Rules”), the United States Constitution, the Rules of the  
9 Court, and any other applicable law, have been met as to the “Settlement Class” defined  
10 below, in that:

11 A. The Court preliminarily finds that the Settlement Class is ascertainable  
12 from objective criteria, and the Settlement Class Members are so numerous that  
13 their joinder before the Court would be impracticable. Rule 23(a)(1) is satisfied.

14 B. The Court preliminarily finds and reaffirms its earlier ruling (ECF No.  
15 291) that there are one or more questions of fact and/or law common to the  
16 Settlement Class. Rule 23(a)(2) is satisfied.

17 C. The Court preliminarily finds and reaffirms its earlier ruling (ECF No.  
18 291) that the claims of Plaintiffs Lindsay and Jeff Aberin, Don Awtrey, Charles  
19 Burgess, John Kelly, and Joy Matza (“Plaintiffs” or “Named Plaintiffs”) are  
20 typical of the claims of the Settlement Class. Rule 23(a)(3) is satisfied.

21 D. The Court preliminarily finds and reaffirms its earlier ruling (ECF No.  
22 291) that the Named Plaintiffs will fairly and adequately protect the interests of  
23 the Settlement Class in that: (i) the Named Plaintiffs’ interests and the nature of  
24



1 claims alleged are consistent with those of Settlement Class Members; (ii) there  
2 appear to be no fundamental conflicts between or among the Named Plaintiffs and  
3 the Settlement Class; and (iii) the Named Plaintiffs and the Settlement Class  
4 Members are represented by qualified, reputable counsel who are experienced in  
5 preparing and prosecuting large, complicated class actions. Rule 23(a)(4) is  
6 satisfied.

7 E. The Court preliminarily finds and reaffirms its earlier ruling (ECF No.  
8 291) that the prosecution of separate actions by individual members of the  
9 Settlement Class would create a risk of: (i) inconsistent or varying adjudications  
10 as to individual Settlement Class Members that would establish incompatible  
11 standards of conduct for Defendant; or (ii) adjudications as to individual  
12 Settlement Class Members that would, as a practical matter, be dispositive of the  
13 interests of the other members not parties to the adjudications, or substantially  
14 impair or impede those persons' ability to protect their interests. Rule 23(b)(1) is  
15 satisfied.

16 F. The Court preliminarily finds and reaffirms its earlier ruling (ECF No,  
17 291) that Seeger Weiss LLP and Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
18 ("Class Counsel") are capable of fairly and adequately representing the interests  
19 of the Settlement Class. Class Counsel have done extensive work identifying or  
20 investigating potential claims in the Action, litigating the claims in this Court and  
21 on appeal, and participating in a several-month-long mediation and settlement  
22 negotiation process. Class Counsel are experienced in handling class actions,  
23 other complex litigation, and claims of the type asserted in this Action. Class  
24

1 Counsel are knowledgeable about the applicable law and have committed the  
2 necessary resources to represent the Settlement Class. Rule 23(g) is satisfied.

3 2. Class Certification. Based on the findings set forth above, the Court’s earlier  
4 Order Granting Class Certification (ECF No. 291), and the submissions related to modification  
5 of that earlier Order, the Court preliminarily certifies the following Settlement Class under  
6 Federal Rules of Civil Procedure 23(b)(1) and 23(e) in this litigation: “all persons who purchased  
7 the following Acura vehicles before the vehicles reached 10 years or 120,000 miles, whichever  
8 occurred first: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the States of California,  
9 Kansas, New York and Washington.”

10 The Court preliminarily appoints Plaintiffs Lindsay and Jeff Aberin, Don Awtrey,  
11 Charles Burgess, John Kelly, and Joy Matza, the Named Plaintiffs, as the class representatives  
12 for the Settlement Class, and Seeger Weiss LLP and Carella, Byrne, Cecchi, Brody & Agnello,  
13 P.C. as Class Counsel for the Settlement Class.

14 3. Preliminary Findings Regarding Proposed Settlement. The Court preliminarily  
15 finds that:

16 A. The proposed Settlement resulted from (a) informed, extensive arm’s-length  
17 negotiations conducted by Class Counsel and Defendant’s counsel that took place over  
18 multiple months and were facilitated by a third-party mediator, the Honorable Daniel  
19 Buckley (Ret.) of Signature Resolution Group;

20 B. Class Counsel have concluded that the proposed Settlement is fair, reasonable,  
21 and adequate; and

22 C. The proposed Settlement is sufficiently fair, reasonable, and adequate to  
23 warrant sending notice of the Settlement to the Settlement Class.

1 4. Final Approval Hearing. A hearing is scheduled for \_\_\_\_, 2023, at \_\_:\_\_.m. PDT, to  
2 determine, among other things:

3 A. Whether the Settlement should be approved as fair, reasonable, and adequate;

4 B. Whether the Complaint should be dismissed with prejudice pursuant to the terms of  
5 the Settlement Agreement;

6 C. Whether the notice to the Settlement Class, provided for by the Settlement Agreement:

7 (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
8 calculated, under the circumstances, to apprise Settlement Class Members of the

9 pendency of the Action, their right to object to the Settlement, and their right to appear at  
10 the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and

11 sufficient notice to all persons entitled to notice; and (iv) met all applicable requirements  
12 of the Federal Rules of Civil Procedure and any other applicable law;

13 D. Whether Class Counsel adequately represented the Settlement Class for purposes of  
14 entering into and implementing the Settlement Agreement; and

15 5. Class Notice Program. The proposed Class Notice Program consists of (a) a mailed  
16 notice (“Class Notice,” attached as Exhibit \_\_\_\_ to Plaintiffs’ Preliminary Approval Motion),

17 sent to the last known address of Settlement Class Members; (b) email follow ups to each

18 Settlement Class Member for whom email addresses are known; (c) a social media

19 component; (d) targeted notice based on search terms used by persons on Google; and (e) an

20 website publication of the Settlement Agreement and Class Notice and other case-related  
21 documents at \_\_\_\_\_. With respect to such Class Notice Program, the Court finds that

22 such Class Notice is fair and adequate. The Court further reaffirms its findings in support of

23 the appointment of JND Legal Administration as Notice Administrator (ECF No. 326) and  
24

1 now appoints JND Legal Administration to serve as Settlement Notice Administrator. The  
2 Court also directs that the Notice:

3 A. Describe the terms and effect of the Settlement Agreement;

4 B. Notify the Settlement Class that Class Counsel’s attorneys’ fees and expenses, and any  
5 Service Awards to Named Plaintiffs, will be decided by this Court and paid according to Section  
6 V.C of the Settlement Agreement;

7 C. Give notice to the Settlement Class of the time and place of the Final Approval  
8 Hearing;

9 D. Advise Settlement Class Members that they have the right to opt out of the  
10 Settlement Class;

11 E. Advise Settlement Class Members of the binding effect of a judgment on the  
12 Settlement Class Members;

13 F. Describe how the recipients of the Class Notice may object to any of the relief  
14 requested.

15 The Court further directs that:

16 i. No later than \_\_\_\_\_, 2023, the Class Notice, with such non-substantive  
17 modifications thereto as may be agreed upon by the Parties, mailing to each  
18 Settlement Class Member who can be identified pursuant to the terms of the  
19 Settlement Agreement shall commence. No later than \_\_\_\_\_, 2023, the Parties  
20 shall cause the Settlement Agreement and the Class Notice to be published on the  
21 website identified in the Class Notice. No later than \_\_\_\_\_, 2023, the “Notice  
22 Date” with completion of the direct mailing shall be completed.  
23

1           iii. At or before the Final Approval Hearing, Class Counsel shall file with the  
2           Court a proof of timely compliance with the foregoing Class Notice Program  
3           mailing and publication requirements and the Settlement Administrator shall file a  
4           list of persons who properly and timely requested to be excluded from or opt out  
5           of the Settlement.

6           iv. By \_\_\_\_\_, 2023, Class Counsel shall file its motion in support of Final  
7           Approval of the Settlement, and application for attorneys' fees and expenses, and  
8           Service Awards to the Named Plaintiffs.

9           v. To the extent the Parties are not able to reach an agreement as to reasonable  
10          attorneys' fees, expenses, and/or contribution awards before Class Counsel files  
11          its application for attorneys' fees, expenses, and contribution awards, the Parties  
12          shall submit a proposed briefing schedule for the Court for review once Plaintiffs  
13          file their application for attorney fees, expenses and contribution awards.,

14          vii. The Parties may also respond to any comments or objections to the Settlement  
15          by \_\_\_\_\_.

16          6.       Requests by Settlement Class Members to be excluded from or to opt out of the  
17          Settlement must be submitted by \_\_\_\_\_, 2023.

18          7.       Objections to Settlement. Any Settlement Class Member who wishes to object to  
19          the fairness, reasonableness, or adequacy of the Settlement, including the application for  
20          attorneys' fees and expenses, and Service Awards, to any term of the Settlement Agreement, to  
21          the application for payment of attorneys' fees and expenses, or to the application for Service  
22          Awards for the Named Plaintiffs, may timely file an objection in writing no later than \_\_\_\_\_,  
23          2023. All written objections and supporting papers must: (1) clearly identify the case name and  
24

1 number;(2) be submitted to the Court either by mailing the written objection to the Class Action  
2 Clerk, United States District Court for the Northern District of California, Suite 400 S, 1301 Clay  
3 Street, Oakland, California 94612, or by filing the objection in person at any location of the  
4 United States District Court for the Northern District of California; (3) be filed or postmarked on  
5 or before \_\_\_\_\_, 2023; (4) set forth the objector’s full name, current address, and  
6 telephone number; (5) state whether the objection applies only to the objector, to a specific  
7 subset of the class, or to the entire class; (6) set forth a statement of the position the objector  
8 wishes to assert, including, with specificity, the factual and legal grounds for the position; (7) set  
9 forth the names and a summary of testimony of any witnesses that the objector might want to call  
10 in connection with the objection; (8) provide copies of all documents that the objector wishes to  
11 submit in support of the objector’s position; (9) provide the name(s), address(es) and phone  
12 number(s) of any attorney(s) representing the objector; and (10) include the objector’s signature.  
13 If an objector hires an attorney to represent him or her for the purposes of making such objection  
14 pursuant to this paragraph, the attorney must both effect service of a notice of appearance on  
15 counsel listed above and file it with the Court by no later than \_\_\_\_\_, 2023. Any Settlement Class  
16 Member or other Person who does not timely file and serve a written objection complying with  
17 the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising,  
18 any objection to the Settlement, and any untimely objection shall be barred.

19 8. Appearance at Final Approval Hearing. Any objector who files and serves a timely,  
20 written objection in accordance with paragraph 6, above, may also appear at the Final Approval  
21 Hearing either in person or through counsel retained at the objector’s expense. Objectors or their  
22 attorneys intending to appear at the Final Approval Hearing must file a notice of intention to  
23 appear setting forth the name, address, and telephone number of the objector (and, if applicable,  
24

1 the name, address, and telephone number of the objector’s attorney) with the Clerk of the Court  
2 by no later than \_\_\_\_, 2023. Any objector who does not timely file a notice of intention to appear  
3 in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing,  
4 except for good cause shown.

5 9. Class Notice Expenses. All expenses related to the Class Notice Program shall be paid  
6 by Defendant as provided in Section IV.A of the Settlement Agreement.

7 10. Service of Papers. Defendant’s Representative and Class Counsel shall promptly  
8 furnish each other with copies of any and all objections that come into their possession by any  
9 means other than filing with the Court.

10 11. Termination of Settlement. This Order shall become null and void, and shall be  
11 without prejudice to the rights of the Parties, all of whom shall be restored to their respective  
12 positions existing immediately before this Court entered this Order, if the Settlement is  
13 terminated in accordance with the Settlement Agreement. In such event, Section VII.N of the  
14 Settlement Agreement shall govern the rights of the Parties.

15 12. Use of Order. In the event this Order becomes of no force or effect, it shall not be  
16 construed or used as an admission, concession, or declaration by or against Defendant, Named  
17 Plaintiffs, or the Settlement Class.

18 13. Continuance of Hearing. The Court may continue the Final Approval Hearing without  
19 further written notice.

20 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023 \_\_\_\_\_

21 Hon. Jon S. Tigar, United States  
22 District Court Judge



# EXHIBIT C

1  
2 **UNITED STATES DISTRICT COURT**  
3 **NORTHERN DISTRICT OF CALIFORNIA**  
4 **OAKLAND DIVISION**

5 ABERIN, *et al.*, individually and on behalf of all  
6 others similarly situated ,

7 Plaintiffs,

8 v.

9 AMERICAN HONDA MOTOR CO., INC. ,

10 Defendant.

Case No. 4:16-cv-04384-JST

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

Judge: Honorable Jon S. Tigar

11 THIS MATTER having come before the Court for consideration of the parties’ application  
12 for Final Approval of Class Action Settlement and the parties’ briefing related to Plaintiffs’  
13 application for an Award of Attorneys’ Fees, Reimbursement of Expenses and Plaintiffs’ Service  
14 Awards. The terms used in this Order that are defined in the Settlement Agreement shall have the  
15 same meaning as set forth in the Settlement Agreement.

16 WHEREAS, Defendant American Honda Motor Co., Inc. (“Defendant” or “AHM”) and  
17 Plaintiffs Lindsay and Jeff Aberin (a married couple), Don Awtrey, Charles Burgess, John Kelly,  
18 and Joy Matza (“Named Plaintiffs”) reached a Class settlement (the “Settlement”);

19 WHEREAS, the parties submitted the Settlement Agreement together with their motion for  
20 preliminary approval of the proposed settlement to the Court;

21 WHEREAS, the Court gave its preliminary approval of the Settlement on \_\_\_\_\_, \_\_\_\_, 2023  
22 (the “Preliminary Approval Order”) and directed the parties to provide notice to the Class of the  
23

1 proposed Settlement and the Final Approval Hearing by first class mail, postage prepaid, and  
2 electronically by email if possible under the terms of the Settlement Agreement;

3 WHEREAS, the Court appointed Notice Administrator \_\_\_\_\_ effectuated notice to the  
4 Settlement Class in accordance with the Preliminary Approval Order and also pursuant to the  
5 notice requirements set forth in 28 U.S.C. § 1715;

6 WHEREAS, Named Plaintiffs submitted their motion for final approval of class settlement,  
7 award of attorneys' fees and expenses, and approval of incentive awards on \_\_\_\_\_, \_\_\_\_, 2023  
8 and AHM submitted its opposition to Plaintiffs' motion on \_\_\_\_\_, \_\_\_\_\_, 2023;

9 WHEREAS, on \_\_\_\_\_, \_\_\_\_, 2023, the Court conducted the Final Approval Hearing to  
10 determine whether the proposed Settlement is fair, reasonable, and adequate, whether the  
11 Settlement should be granted final approved by this Court, whether Class Counsel's request for  
12 attorneys' fees and reimbursement of expenses in the amount of \$\_\_\_\_\_ should be awarded;  
13 and whether the request for an incentive award to each of the Named Plaintiffs in the amount of  
14 \$\_\_\_\_\_ should be approved; and

15 WHEREAS, the parties having appeared at the Final Approval Hearing;

16 THEREFORE, after reviewing the pleadings and evidence filed in support of final approval  
17 of the Settlement as well as Plaintiffs' requested award for attorneys' fees, reimbursement of  
18 expenses and incentive awards and supporting documentation and AHM's Opposition, and hearing  
19 the attorneys for the parties,

20 IT IS ON THIS \_\_\_ day of \_\_\_\_\_, 2023, ORDERED and, ADJUDGED that  
21 the Settlement is finally approved and the Court hereby finds and orders as follows:

22 1. The Court finds, upon review of the Settlement and consideration of the relevant  
23 factors listed under Rule 23(e)(2) and discussed in *In re Bluetooth Headset Prod. Liab. Litig.*, 654

1 F.3d 935, 946 (9th Cir. 2011), that the Settlement is fair, reasonable and adequate. Accordingly,  
2 the Settlement is hereby finally approved by the Court.

3 2. The Settlement is in the best interests of all Class Members and Defendant.

4 3. This Final Approval Order and Judgment incorporates and makes part hereof the  
5 Settlement Agreement and all Exhibits thereto.

6 4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
7 § 1332(d)(2). Further, the Court has personal jurisdiction over the Plaintiffs and Defendant,  
8 venue is proper, and the Court has subject matter jurisdiction to approve the Agreement,  
9 including all exhibits thereto, and to enter this Final Approval Order. Without in any way  
10 affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all  
11 matters relating to administration, consummation, enforcement, and interpretation of the  
12 Agreement and of this Final Approval Order, and for any other necessary purpose.

13 5. In addition to having personal jurisdiction over the Plaintiffs, the Court also has  
14 personal jurisdiction over all Settlement Class Members because they received the requisite  
15 notice and due process. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)  
16 (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314-15 (1950)).

17 6. Based upon the record before the Court, its earlier Order Granting Motion for  
18 Class Certification (ECF No. 291), all submissions in support of the Settlement and for  
19 modification of the earlier Order Granting Motion for Class Certification (ECF No. 291), the  
20 \_\_\_\_\_ objections and \_\_\_\_\_ opt-out requests, as well as the Settlement Agreement itself, the  
21 Court hereby certifies a Class of all persons who purchased the following Acura vehicles before  
22 the vehicles reached 10 years/120,000 miles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009  
23 RDX in the States of California, Kansas, New York and Washington,

1 7. Excluded from the Class are Defendant and its parents, subsidiaries, and affiliates;  
2 all persons who properly elect to be excluded from the Classes; governmental entities; and the  
3 Judge to whom this case is assigned and his/her immediate family.

4 8. In so holding, the Court finds that the requirements of Federal Rule of Civil  
5 Procedure 23(a) and (b)(3) have been satisfied for certification of the Class for settlement  
6 purposes because: Class members, numbering in the thousands, are so numerous that joinder of  
7 all members is impracticable; there are questions of law and fact common to the Class; the  
8 claims and defenses of the Named Plaintiffs are typical of the claims and defenses of the Class  
9 Members they represent; the Named Plaintiffs have fairly and adequately protected the interests  
10 of the Class with regard to the claims of the Class they represent; common questions of law and  
11 fact predominate over questions affecting only individual Class Members, rendering the Class  
12 sufficiently cohesive to warrant a class settlement; and the certification of the Class is superior to  
13 individual litigation and/or settlement as a method for the fair and efficient resolution of this  
14 matter. In making all of the foregoing findings, the Court has exercised its discretion in  
15 certifying the Class based, *inter alia*, upon the Court's familiarity with the claims and parties in  
16 this case.

17 9. The Settlement Agreement and the proposed Settlement were reached after lengthy  
18 and rigorous arm's-length negotiations between the parties. The Settlement Agreement and the  
19 proposed Settlement are fair, reasonable, and adequate, and consistent with and in compliance with  
20 all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, and  
21 the United States Constitution (including the Due Process Clause), and any other applicable law.



1 release any and all claims, actions, causes of action, counterclaims, demands (including, without  
2 limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing,  
3 liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including  
4 but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and  
5 fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent  
6 inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade  
7 practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory  
8 relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown,  
9 alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under  
10 federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement  
11 Class Member had, have, or may in the future have, with respect to any conduct, act, omissions,  
12 facts, matters, transactions or oral or written statements or occurrences relating to or arising out of  
13 the HFL System, as asserted, or as could have been asserted, in the Litigation or any other  
14 proceedings, including via the use of a class action procedural device by the Named Plaintiffs  
15 and/or Settlement Class Members whether at law or equity, against AHM and all of the Releasees  
16 for injunctive relief, declaratory relief, and economic injury or damages. The Released Claims do  
17 not include claims for personal injury or wrongful death.

18       14. The parties and their counsel are ordered to implement and to consummate the  
19 Settlement Agreement according to its terms and provisions.

20       15. All claims against AHM in this Action are hereby dismissed on the merits and with  
21 prejudice, without fees or costs to any party except as provided below.

22       16. The Release set forth in the Settlement Agreement is incorporated by reference  
23 and shall mean AHM, its parent, subsidiaries, affiliates and related entities and all of its past and  
24



1 present directors, officers, employees, partners, principals, agents, and each of their predecessors,  
2 successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns,  
3 related or affiliated entities, Authorized Honda and Acura dealers, distributors, suppliers, and any  
4 members of their immediate families, and any trust for which any of them are trustees, settlers,  
5 or beneficiaries.

6 17. The Court hereby grants Class Counsel an award of reasonable attorneys' fees, in  
7 the amount of \$ \_\_\_\_\_, and reimbursement of costs and expenses in the amount of  
8 \$ \_\_\_\_\_, in the total amount of \$ \_\_\_\_\_. Within forty-five (45) days after the Effective  
9 Date, provided that the order(s) awarding Class Counsel Fees and Expenses and/or Service  
10 Awards have become Final, and provided that Class Counsel has provided AHM with requisite  
11 W-9s and completed wire transfer forms, AHM shall pay, by wire transfer to the trust account of  
12 [ \_\_\_\_\_ ] ("Class Counsel Payee"), the Class Counsel Fees and Expenses and Service  
13 Awards.

14 18. The Court grants each Named Plaintiff an incentive award in the amount of  
15 \$ \_\_\_\_\_.

16 19. Nothing in this Settlement Agreement or Settlement shall be construed or  
17 admissible as an admission by AHM of any wrongdoing whatsoever including an admission of a  
18 violation of any statute or law, or of liability on the claims or allegations in the Litigation; and  
19 the Parties agree and understand that neither this Settlement Agreement nor the settlement it  
20 represents shall be construed or admissible as an admission by AHM in the Litigation or any  
21 other proceedings that the Named Plaintiffs' claims, or similar claims, are or would be viable or  
22 suitable for class treatment if the Litigation proceeded through both litigation and trial.

