

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.handsfreelinksettlement.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.handsfreelinksettlement.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.handsfreelinksettlement.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.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--|---|---|
| FILE A CLAIM | <ul style="list-style-type: none"> • Receive a payment • Be bound by the Settlement • Give up your right to sue or continue to sue AHM separately for the claims in this case | File electronically or Postmark no later than May 30, 2024 |
| EXCLUDE YOURSELF (“OPT OUT”) | <ul style="list-style-type: none"> • Remove yourself from the Settlement Class • Get no benefits • Keep your right to sue or continue to sue AHM separately for the same legal claims in this case | Postmark on or before April 18, 2024 |
| OBJECT | <ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement • Remain in the Settlement Class, be bound by the Settlement, and still file a claim for payment | File electronically or Postmark no later than April 18, 2024 |
| ATTEND THE FINAL APPROVAL HEARING | <ul style="list-style-type: none"> • Ask to speak in Court about the Settlement—If you want your own attorney to represent you, you must pay for your attorney yourself | File Notice of Intention to Appear by April 18, 2024 |
| DO NOTHING | <ul style="list-style-type: none"> • Stay in the Settlement Class, but receive no payment • Give up your right to sue or continue to sue AHM separately for the same legal claims in this case | |

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....PAGE 4

1. Why should I read this Notice?
2. What is the lawsuit about?
3. What is a class action and who is involved?
4. Why is there a Settlement?

THE SETTLEMENT CLASSPAGE 5

5. Am I part of the Settlement Class?
6. What if I am still not sure if I am included?

SETTLEMENT BENEFITSPAGE 5

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

HOW TO GET A PAYMENT.....PAGE 6

9. How can I get a payment?
10. When will I get my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....PAGE 7

11. How do I get out of the Settlement?
12. If I don't exclude myself, can I sue Defendant for the same thing later?
13. If I exclude myself, can I still get a Settlement payment?

THE LAWYERS REPRESENTING YOUPAGE 8

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?
16. Should I get my own lawyer?

OBJECTING TO THE SETTLEMENT.....PAGE 8

17. How do I tell the Court if I do not like the Settlement?
18. What is the difference between objecting and excluding?

THE FINAL APPROVAL HEARING.....PAGE 9

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 10

22. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 10

23. How do I get more information?

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 Awtrey, 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.handsfreelinksettlement.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.handsfreelinksettlement.com, or by calling the Settlement Administrator toll-free at 888-888-3082.

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:

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.handsfreelinksettlement.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.handsfreelinksettlement.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.handsfreelinksettlement.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 **May 30, 2024** to:

Aberin v. American Honda Motor Co., Inc.
PO Box 2718
Torrance, CA 90509
Email: am_ahm_claims_administration@ahm.honda.com

If you do not submit a valid Claim Form by **May 30, 2024**, 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.

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 **April 18, 2024** and mailed to:

Aberin v. American Honda Motor Co., Inc.
PO Box 2718
Torrance, CA 90509

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 APRIL 18, 2024 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

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

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.handsfreelinksettlement.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 application for Class Counsel’s Fees and Expenses Award. An objection must be filed with the Court:

| |
|---|
| Clerk of the Court |
| Office of the Clerk United States District Court Northern District of California 1301 Clay Street Oakland, CA 94612 |

and shall be filed not later than **April 14, 2024**. 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 via Zoom **on August 15, 2024 at 2:00 p.m. Pacific Time**. Instructions for accessing the public Zoom hearing are available on the Settlement Website, www.handsfreelinksettlement.com. 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.handsfreelinksettlement.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.

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 17 on or before April 14, 2024.

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.handsfreelinksettlement.com. You can also call the Settlement Administrator toll-free 888-888-3082, or write to:

Aberin v. American Honda Motor Co., Inc.
PO Box 2718
Torrance, CA 90509

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.