

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Janet Case, et al. v. American Honda Motor Co., Inc.
Case No. BC424169

NOTICE OF CLASS ACTION SETTLEMENT

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

If you were the original owner of certain Honda and Acura vehicles (defined below) and continued to be the owner as of December 7, 2015, you may be entitled to compensation.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

- The Class consists of “original owners of Class Vehicles who continued to own the vehicles as of December 7, 2015” (the “Class”). The vehicles included in this lawsuit (“Class Vehicles”) are the following vehicles with automatic transmissions:
 - (1) Model year 2003-2004 Honda Accord V6;
 - (2) Model year 2002-2004 Honda Odyssey;
 - (3) Model year 2003-2004 Honda Pilot;
 - (4) Model year 2001-2002 Acura MDX;
 - (5) Model year 2003 Acura 3.2 TL Type S with VIN range: 19UUA5...3A019062-093971; and
 - (6) Model year 2003 Acura 3.2 CL Type S with VIN range: 19UYA42...3A005204-016337.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

<i>Request Reimbursement</i>	Stay in the lawsuit. Fill out a reimbursement Claim Form. Seek reimbursement for costs associated with Transmission Replacements. You may request 100% reimbursement for costs incurred for transmission parts to replace your transmission system. Documentation is required for reimbursement. The deadline to submit a Claim for Reimbursement form is January 12, 2021.
<i>Do Nothing and Receive a \$25 Credit</i>	Stay in the lawsuit. Do nothing. Do not receive a reimbursement. Automatically receive a \$25 Credit towards the future purchase of Honda parts for your Class Vehicle. If you do nothing or do not qualify for reimbursement, you will automatically receive a \$25 Credit towards the purchase of Honda or Acura transmission parts for your Class Vehicle.
<i>Ask to be Excluded</i>	Get out of this lawsuit. Get no benefits. Keep your rights. If you opt out of the Class (meaning you state in writing that you do not want to be included in this lawsuit), you will <i>not</i> be entitled to any recovery under the Settlement, but you will be free to pursue your own claims against Honda on your own or as part of a different lawsuit. The deadline to submit a Request for Exclusion is January 12, 2021.
<i>Object</i>	If you stay in the Class, you may object to the Settlement. The deadline to file an Objection is January 12, 2021.

Para más información sobre el acuerdo, visite www.Honda5speedATclasssettlement.com.

**THESE RIGHTS AND OPTIONS
–AND THE DEADLINES TO EXERCISE THEM–
ARE EXPLAINED IN THIS NOTICE**

Basic Information

1. Why did I get this Notice?

The purpose of this Notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Los Angeles, that a proposed Settlement has been reached, and that you may be a member of the class and entitled to recovery. Records indicate that you may be an original owner of a Class Vehicle and that you continued to own the vehicle as of December 7, 2015. This Notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise. The Honorable Daniel J. Buckley, Los Angeles Superior Court Judge, is overseeing this class action. The case is known as *Janet Case, et al. v. American Honda Motor Co., Inc.*, Case No. BC424169 (the “Action”).

2. What is the lawsuit and Settlement about?

The lawsuit was commenced on October 19, 2009 and is currently pending in the Los Angeles County Superior Court as Case No. BC424169. The lawsuit alleges that Honda violated certain California consumer protection statutes by failing to disclose the existence of an alleged safety defect and/or failing to disclose the existence of an alleged “secret warranty” program. Specifically, Plaintiffs allege that Honda knew of, but failed to disclose, the existence of a safety defect in the 3rd clutch of the automatic transmission system that makes the transmission system prone to premature failure. According to Plaintiffs, the alleged 3rd clutch defect could cause the transmission system to malfunction, which could include a sudden and unexpected downshift from 5th gear to 2nd gear while driving at highway speeds. Plaintiffs also allege that Honda implemented a “secret warranty” program, whereby Honda expanded or extended the warranty for the transmission system in Class Vehicles beyond its stated limits and/or offered to pay for all of or part of the cost of repairing or replacing the transmission system in Class Vehicles. Plaintiffs assert that Class Members are entitled to damages, restitution, and injunctive relief.

Honda denies Plaintiffs’ allegations as to the existence of the alleged defect, a “secret warranty,” and all alleged violations. The Court has not made a ruling on the merits of the case.

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

In a class action, one or more people called Class Representatives (in this case, Janet Case and Courtney Shararian), sue on behalf of themselves and people who have similar claims (in this case, all individuals who were an original owner of a Class Vehicle and continued to own the vehicle as of December 7, 2015). Together, these people are called a “Class” or “Class Members.” Janet Case and Courtney Shararian—and all Class Members like them—are called “Plaintiffs.” The company Plaintiffs are suing—American Honda Motor Co., Inc.—is called the “Defendant.” One case resolves the issues for all Class Members by the lawsuit, except for those who exclude themselves from the Class. The Superior Court of the State of California, County of Los Angeles, is in charge of this class action.

4. What has happened in this lawsuit and why is there a Settlement?

On October 19, 2009, Janet Case filed, on behalf of a putative class, a complaint against Honda (“Complaint”). Janet Case, along with Courtney Shararian, filed a Second Amended Complaint (“SAC”) on April 4, 2011 alleging that Honda: (1) violated the Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750 *et seq.*; (2) violated the Secret Warranty Law (“SWL”), Cal. Civ. Code § 1795.90 *et seq.*; (3) violated the Unfair Competition Act (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.*; (4) violated the False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500 *et seq.*; (5) engaged in fraud; and (6) has been unjustly enriched at the expense of Class Members.

On March 27, 2019, the Court certified that this Action could proceed as a Class Action on behalf of the Class.

The Court has not decided in favor of the Plaintiffs, the Class, or Honda. Instead, both sides agreed to a settlement which is memorialized in the Settlement Agreement and Release (“Settlement Agreement” or “Settlement”).

On September 2, 2020, the Court granted preliminary approval of the Settlement and appointed Plaintiffs as Class Representatives and appointed ESENSTEN LAW as counsel for the Class (“Class Counsel”).

The Class Representatives and Class Counsel believe that the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are part of the Settlement if you are an individual residing in California who was the original owner of any of the following vehicles with a five-speed automatic transmission and continued being the owner as of December 7, 2015:

- (1) Model year 2003-2004 Honda Accord V6;
- (2) Model year 2002-2004 Honda Odyssey;
- (3) Model year 2003-2004 Honda Pilot;
- (4) Model year 2001-2002 Acura MDX;
- (5) Model year 2003 Acura 3.2 TL Type S with VIN range: 19UUA5...3A019062-093971; and
- (6) Model year 2003 Acura 3.2 CL Type S with VIN range: 19UYA42...3A005204-016337.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What benefits does the Settlement provide and how can I receive payment?

Under the Settlement, Class Members who do not submit timely and valid Requests for Exclusion have a choice between two types of monetary relief: (a) Reimbursement; or (b) a \$25 Credit. Class Members who elect to receive reimbursement must submit a Claim For Reimbursement supported by documentation. Class Members who elect to receive the Credit need not do anything, as they will automatically receive the Credit. Class Members will be able to receive only one of the two types of monetary relief; they will *not* be able to receive both Reimbursement and a Credit.

Reimbursement

Class Members may receive 100% Reimbursement for out-of-pocket expenses for Honda parts associated with a Transmission Replacement prior to the Class Vehicle reaching 93 months or 109,000 miles from original purchase, whichever comes first. Class Members choosing to receive Reimbursement must submit a Claim for Reimbursement postmarked by no later than January 12, 2021. The Claim for Reimbursement form is available on the Settlement Website, www.Honda5speedATclasssettlement.com. If you received your Transmission Replacement from an independent mechanic or auto body shop, your Claim for Reimbursement must be accompanied by documentation memorializing that your Class Vehicle had a Transmission Replacement for which you, or someone acting on your behalf who is not an insurance-based entity, paid out-of-pocket expenses for Transmission Parts, such as an invoice, repair order, and/or receipt. If you received your Transmission Replacement from an authorized Honda or Acura dealership, your Claim for Reimbursement must be accompanied by documentation memorializing that your Class Vehicle had a Transmission Replacement, and showing the cost of the repair, but you need not submit proof of payment. If, however, Honda investigates the claim and determines the repair was not paid for by the Settlement Class Member, or someone acting on the Settlement Class Member's behalf who is not an insurance-based entity or third-party warrantor, Honda reserves the right to reject the Claim for Reimbursement.

If the original information you submit with the Claim for Reimbursement is insufficient to warrant Reimbursement, you will be notified of the reasons for its preliminary denial within 45 days of your submission and given 20 days from receipt of the Notice of Insufficiency to supplement and correct the deficiencies or to explain why the information originally submitted is sufficient to warrant Reimbursement. If a dispute continues, Class Members have the opportunity to appeal the denial of Reimbursement to a neutral third party. The maximum aggregate amount of Reimbursement Honda has agreed to provide is \$2 million. If the aggregate amount of valid Claims for Reimbursement exceeds \$2 million, each Class Member entitled to Reimbursement will receive a pro rata share of the \$2 million.

\$25 Credit

Class Members who did not have to replace their transmission or would otherwise not be entitled to Reimbursement (either because they failed to submit a Claim for Reimbursement or because they do not qualify for Reimbursement) will receive a \$25 Credit from Honda towards the future purchase of Honda parts. The \$25 Credit may be used only towards the Class Vehicle owned by you and may not be used for any other Honda or Acura vehicle. Class Members who elect to receive the \$25 Credit need not perform any action in order to receive compensation under the Settlement, as they will automatically be entitled to the Credit.

For more information about what is required for a Claim for Reimbursement, the process for Reimbursement, and/or the specific terms of the Credit, including supplementing a prior submission or appealing a denial of Reimbursement, download the Claim for Reimbursement forms from the Settlement Website.

7. What am I giving up if I do not opt out of the Settlement?

Upon the Effective Date, Class Members who do not timely submit a Request for Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged Honda, and any of its former and present parents, subsidiaries, and affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all, and their past and present officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any other successors, or assigns, or legal representatives, if any (the “Released Parties”) of all claims, rights, demands, liabilities and causes of action, whether in law or equity, arising from the same operative facts as set forth in the Consolidated Complaint, including but not limited to: all claims or causes of action that relate to the design, testing, manufacture, distribution, sale, advertising, warranty, service or repair of the Transmissions in the Class Vehicles and all claims made, or that could have been made, in tort or contract alleging fraud, false advertising, breach of warranty, breach of state and federal statutes relating to automobile warranties, California’s Secret Warranty Law, and California’s consumer protection statutes (“Released Claims”), whether known, unknown, and/or suspected to exist.

EXCLUDING YOURSELF FROM THE RELEASE OF RELEASED CLAIMS

8. How do I get out of the release of Released Claims?

To exclude yourself from the release of Released Claims, you must submit a written Request for Exclusion. You must include your name, address, telephone number, last four digits of your Social Security Number, and your signature. Your Request for Exclusion must: (1) explicitly state that you do not wish to be included in the Settlement for *Janet Case, et al. v. American Honda Motor Co., Inc.*, Case No. BC424169; (2) contain the Settlement Class Member’s name, current address, and telephone number; and (3) be personally signed by the Settlement Class Member.

The Request for Exclusion must be mailed to the Claims Administrator at the address listed below, postmarked by January 12, 2021. You cannot exclude yourself by phone.

Janet Case, et al. v. American Honda Motor Co., Inc.
P.O. Box 43501
Providence, RI 02940-3501

If you ask to be excluded, you will not receive any benefits provided under the Settlement, including Reimbursement or the Credit, and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims.

If you ask to be excluded, you may be able to sue Honda or the Released Parties or continue any suit you have pending against Honda or the Released Parties, regarding the Released Claims.

9. If I don’t exclude myself, can I sue Honda for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Honda and Released Parties for Released Claims. If you have a pending lawsuit involving Released Claims against Honda, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No. But if you submit a timely and valid Request for Exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved ESENTSEN LAW as Class Counsel. The firm's contact information is:

ESENSTEN LAW
Jordan Esensten, Esq.
12100 Wilshire Blvd., Suite 1660
Los Angeles, CA 90025
Telephone: (310) 273-3090
Facsimile: (310) 207-5969

12. How will the lawyers and Class Representatives be paid?

Class Counsel will ask the Court for attorneys' fees and reimbursement of costs of up to \$1,085,000. Additionally, Plaintiffs will request the Court order incentive awards to the two Class Representatives in an amount not to exceed \$10,000 for Plaintiff Case and \$10,000 for Plaintiff Shararian. These amounts are subject to Court approval, and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views at the Final Approval Hearing (details below) at which time you can express your views of the Settlement.

The Objection must be a written statement objecting to the Settlement in *Janet Case, et al. v. American Honda Motor Co., Inc.*, Case No. BC424169. Be sure to include: (1) a reference to this case at the beginning of the Objection; (2) the objector's full name, address, and telephone number (and lawyer's name, address and telephone number if the Settlement Class Member is objecting through counsel); (3) a statement of the Class Member's membership in the Class, including a verification under oath that he/she was the original owner of a Settlement Class Vehicle and still owned the vehicle as of December 7, 2015; (4) a written statement of all factual and legal grounds for the objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; (6) a statement of whether the objector intends to appear at the Final Approval Hearing (Note, if the objector intends to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Final Approval Hearing); (7) a list of all persons who will be called to testify in support of the objection; (8) a list of the exhibits that may be offered during the Final Approval Hearing, along with copies of such exhibits; and (9) the objector's signature or the signature of his or her attorney. In addition, Class Members, if applicable, must include with their objection: (1) the identity of all counsel who represent the objector, including former or current counsel who may be entitled to compensation for any reason related to the objection; and (2) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or federal, in the United States in the previous five (5) years.

In addition to filing the Objection with the Court, the Class Member must serve all documents on Class Counsel and Honda's Counsel at the addresses below:

- | | | | |
|-----|---|-----|--|
| (1) | Jordan Esensten
(Counsel for the Settlement Class)
Esensten Law
12100 Wilshire Blvd., Suite 1660
Los Angeles, CA 90025
Telephone: (310) 273-3090
Email: jesensten@esenstenlaw.com | (2) | Rachel Straus
(Counsel for Honda)
Shook, Hardy & Bacon L.L.P.
2049 Century Park East, Suite 3000
Los Angeles, CA 90067
Telephone: (424) 285-8330
Email: rstrauss@shb.com |
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Your objection must be filed and postmarked by no later than January 12, 2021. While the Court will not require a written objection in order to appear and express your views of the Settlement at the Final Approval Hearing, a timely written objection may be required in the event you wish to appeal any portion of the judgment or Settlement to a higher court.

14. 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 only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend and you may ask to speak, but you do not have to attend.

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at 10:30 a.m., on January 19, 2021. The Final Approval Hearing is currently scheduled to take place at the Los Angeles Superior Court, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, California 90012, Department 1. However, given the current COVID-19 pandemic, the Final Approval Hearing may be conducted virtually via video or telephone and/or may be continued to a later date. If you wish to appear at the Final Approval Hearing, please check the Settlement Website one week prior to the currently scheduled date for the Final Approval Hearing to confirm the date, time, and manner in which the Final Approval Hearing will be conducted.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement, or filed and served an objection in compliance with the requirements set forth above, you do not have to come to Court to talk about it. However, you may attend and speak, or you may also retain your own lawyer at your expense to attend on your behalf.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive the \$25 Credit and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Honda or Released Parties about the Released Claims ever again.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice of Class Action Settlement is only a summary of the Complaint and the Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed with the Court. All inquiries by Class Members concerning this Class Notice and/or the Settlement should be directed to the Class Counsel, listed above, or the Claims Administrator at at 1-866-673-9644 or visit: www.Honda5speedATclasssettlement.com. *Para más información sobre el acuerdo, visite www.Honda5speedATclasssettlement.com.*

19. What if my information changes?

It is your responsibility to inform the Claims Administrator of your updated information to ensure receipt of Settlement payments or communications regarding this matter. You can change or update your contact information by using the Claim for Reimbursement form and/or by contacting the Claims Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE