

Court Approved Legal Notice

**United States District Court for the
Central District of California
Eastern Division**

Dennis MacDougall, et al. v. American Honda Motor Company, Inc.
Case No. 8:17-cv-1079-JGB-(DFM)

If You Purchased or Leased Certain 2012 – 2016 Honda Odyssey vehicles from American Honda Motor Company, Inc. (“American Honda”) or an authorized American Honda Motor Company dealership in California, Pennsylvania, New Jersey or Florida, a Class Action Lawsuit May Affect Your Legal Rights.

This is not a solicitation from a lawyer.

**For more information about this
class action lawsuit visit or call:**
www.ODY2012-16transmissionclassaction.com
1-888-298-9421

You Could Be a Member of a Class Action. If you are a Class Member, your legal rights are affected whether you act or do not act, so please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IF YOU ARE A CLASS MEMBER	
Do Nothing and Automatically Be Part of the Class	You are automatically part of the Class if you satisfy any of the four Class definitions set forth in Section 5 below.
Exclude Yourself by October 21, 2024	You may request to be excluded from the Class. This is also referred to as “opting out.” If you request to be excluded, you will not be part of the lawsuit and you will not be able to receive any money or benefits from any potential settlement or judgment. If you decide you do not want to participate in the class action lawsuit and you do <u>not</u> make a timely request for exclusion as described in this Notice, you will still be bound by any judgment.

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

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BASIC INFORMATION

1. Why is there a Notice?

If you received a Notice in the mail, records collected by American Honda Motor Company (“American Honda”) show that you may have purchased or leased a “Class Vehicle” in California, Pennsylvania, New Jersey and/or Florida. The Class Vehicles are:

2012 Touring and Touring Elite Honda Odyssey vehicles (with VINs in the range 5FNRL5H...CB053446 through 5FNRL5H...CB148157),

2013 Touring and Touring Elite Honda Odyssey vehicles, and

2014 to 2016 Honda Odyssey vehicles.

This Notice is intended to advise you of a class action lawsuit against American Honda Motor Company and of your rights and options, **including your right to exclude yourself from the Class and from further proceedings in this action if you wish to do so.**

Judge Jesus G. Bernal of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *Dennis MacDougall, et al. v. American Honda Motor Company, Inc.*, and the case number is 8:17-cv-1079-JGB-(DFM).

2. What is this lawsuit about?

Plaintiffs allege American Honda manufactured the Class Vehicles with a defective transmission prone to sudden, unexpected shaking and jerking, commonly referred to as “juddering” or “shuddering,” (alleged “Transmission Defect”) and that American Honda was aware at the time of sale that the transmissions in the Class Vehicles were defective and prone to the Transmission Defect. As a result, Plaintiffs allege the Class Members overpaid for their Class Vehicles.

American Honda denies that the Transmissions are defective and denies liability to Plaintiffs or Class Members. The Court has not decided whether American Honda did anything wrong. The case is continuing. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

3. Why is this a class action?

In a class action, one or more persons called class representatives sue on behalf of persons who may have the same legal claim. All of the people who have the same legal claim collectively make up the “Class” and are referred to individually as “Class Members.” One lawsuit before one judge and jury resolves the issues and legal claims for all Class Members together, except for those who exclude themselves from the Class, regardless of whether the outcome is either favorable or unfavorable. Because Plaintiffs believe the conduct alleged in this case affected a large number of consumers who were economically injured in a similar way, Plaintiffs filed this case as a class action.

4. How do I get more information?

This Notice does not fully describe all of the legal claims, and defenses of Plaintiffs and American Honda. The relevant legal filings and court documents in this class action lawsuit are available at www.ODY2012-16transmissionclassaction.com or online for a fee through the Court’s Public Access to Court Electronic Records (PACER) system at <http://ecf.cacd.uscourts.gov> or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California,

Questions? Call 1-888-298-9421 or visit www.ODY2012-16transmissionclassaction.com

Eastern Division, 3470 Twelfth Street, Riverside, CA 92501-3801, on weekdays between 9:00 a.m. and 4:00 p.m. In addition, you may contact Class Counsel.

In addition, if you wish to do so, you may also register on the website created and maintained by the Notice Administrator — www.ODY2012-16transmissionclassaction.com — if you want to be kept informed of the status of the case and receive email communications from Class Counsel.

5. I am still not sure if I am included, what is the Class definition?

You are in the Class, if you meet one of the following four Class definitions:

- **California Class**: All persons or entities who purchased or leased model year 2012 Touring and Touring Elite Honda Odysseys with VINs in the range 5FNRL5H...CB053446 through 5FNRL5H...CB148157, model year 2013 Touring and Touring Elite Honda Odysseys, and model year 2014 to 2016 Honda Odysseys in California from American Honda Motor Company or through an American Honda Motor Company dealership.
- **Pennsylvania Class**: All persons or entities who purchased or leased model year 2012 Touring and Touring Elite Honda Odysseys with VINs in the range 5FNRL5H...CB053446 through 5FNRL5H...CB148157, model year 2013 Touring and Touring Elite Honda Odysseys, and model year 2014 to 2016 Honda Odysseys in Pennsylvania from American Honda Motor Company or through an American Honda Motor Company dealership.
- **New Jersey Class**: All persons or entities who purchased or leased model year 2012 Touring and Touring Elite Honda Odysseys with VINs in the range 5FNRL5H...CB053446 through 5FNRL5H...CB148157, model year 2013 Touring and Touring Elite Honda Odysseys, and model year 2014 to 2016 Honda Odysseys in New Jersey from American Honda Motor Company or through an American Honda Motor Company dealership.
- **Florida Class**: All persons or entities who purchased or leased model year 2012 Touring and Touring Elite Honda Odysseys with VINs in the range 5FNRL5H...CB053446 through 5FNRL5H...CB148157, model year 2013 Touring and Touring Elite Honda Odysseys, and model year 2014 to 2016 Honda Odysseys in Florida from American Honda Motor Company or through an American Honda Motor Company dealership.
- **Exclusions**: Excluded from the Classes are:
 - (a) any persons or other entity currently related to or affiliated with Defendant;
 - (b) any person who has a pending action for damages for personal injury or death or property damage against Defendant;
 - (c) any Judge presiding over this action and members of his or her immediate family; and
 - (d) all persons who properly execute and file a timely request for exclusion from the Class.

If you are still not sure whether you are included in the Class, please go to www.ODY2012-16transmissionclassaction.com or call the Notice Administrator toll-free at 1-888-298-9421.

THE STATUS OF THE LAWSUIT

6. What are the legal claims being alleged against American Honda in this lawsuit?

The Court is allowing this class action case to proceed to a trial for a determination on the merits with respect to the specific legal claims listed below. A trial date has not been scheduled yet.

Questions? Call 1-888-298-9421 or visit www.ODY2012-16transmissionclassaction.com

CERTIFIED STATE	CLAIMS CERTIFIED
California	(a) Violation of the California Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, <i>et seq.</i> ; (b) Violation of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, <i>et seq.</i> ; (c) Breach of the California Song-Beverly Consumer Warranty Act (“Song-Beverly Act”), Cal. Civ. Code §§ 1790, <i>et seq.</i> ; (d) Breach of Implied Warranty under state law; (e) Breach of Express Warranty under state law; (f) Unjust Enrichment under state law; and (g) Injunctive And Declaratory Relief under the Declaratory Judgment Act, 28 U.S.C. § 2201, and state law.
Pennsylvania	(a) Breach of implied warranty under state law; (b) Breach of express warranty under state law; (c) Unjust enrichment under state law; and (d) Injunctive And Declaratory Relief under the Declaratory Judgment Act and state law.
New Jersey	(a) Violation of the New Jersey Consumer Fraud Act (“NJCFA”), N.J. Stat. Ann. §§ 56:8-1, <i>et seq.</i> ; (b) Breach of Implied Warranty under state law; (c) Breach of Express Warranty under state law; (d) Unjust Enrichment under state law; and (e) Injunctive and Declaratory Relief under the Declaratory Judgment Act and state law.
Florida	(a) Violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.201, <i>et seq.</i> ; (b) Breach of Implied Warranty under state law; (c) Breach of Express Warranty under state law; (d) Unjust Enrichment under state law; and (e) injunctive and declaratory relief under the Declaratory Judgment Act and state law.

REMAINING IN THE CLASS

7. What happens if I do nothing at all?

If you fall within one of the four Class definitions (see Question 5, above) and you do nothing, you will stay in the lawsuit. If you stay in the lawsuit and the Plaintiffs win, you will be notified about how to seek money or other benefits from the lawsuit. If the Plaintiffs lose the lawsuit, you will not receive any money or other benefits. If you do nothing now, regardless of whether Plaintiffs win or lose, you will be legally bound by the orders the Court issues and judgments the Court enters in this class action lawsuit.

Please advise the Notice Administrator of any changes to your postal address so that a claim form can be mailed to you if there is judgment or settlement in the lawsuit in the future. Contact information for the Notice Administrator is listed in Section 12 below.

Questions? Call 1-888-298-9421 or visit www.ODY2012-16transmissionclassaction.com

EXCLUDING YOURSELF FROM THE CLASS

If you don't want be a part of the Class, but you want keep the right to sue or continue to sue American Honda, on your own, about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself—or is sometimes referred to as opting out of the Class.

8. How do I exclude myself from the Class?

To exclude yourself from the Class you must send a letter by mail saying that you want to be excluded from *MacDougall v. American Honda Motor Co., Inc.* Be sure to include your name, address, telephone number, the year, make, model and vehicle identification number (“VIN”) of your Honda Odyssey and your signature. You must mail your exclusion request postmarked by **October 21, 2024**, to:

MacDougall v. American Honda Exclusions
P.O. Box 2447
Portland, OR 94208-2447

You can't exclude yourself on the phone or by e-mail.

To be effective, your exclusion request must be postmarked no later than October 21, 2024.

If you timely ask to be excluded, you will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) American Honda in the future.

If you do not request exclusion from the Class by **October 21, 2024**, and you fall within the definition of any one of the four Classes listed in Section 5 above, you will be legally bound by any final judgment or settlement in this class action lawsuit. If you wish to remain a Class Member, you are not required to do anything at this time.

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

No. Unless you exclude yourself, you give up the right to sue American Honda for the same legal claims that are a part of this lawsuit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **October 21, 2024**.

10. If I exclude myself, can I get money from this case?

No. If you exclude yourself, and the Court awards money damages to the Class Members after trial or if there is a settlement of this lawsuit, you will not be entitled to any money or benefits. But, you may sue, continue to sue, or be part of a different lawsuit against American Honda.

THE LAWYERS REPRESENTING CLASS MEMBERS

11. Do I have a lawyer in this case?

The Court has appointed Lawrence Deutsch of Berger & Montague, P.C.; Peretz Bronstein of Bronstein Gewirtz & Grossman, LLC and Gary Mason of Mason LLP as Class Counsel to represent you and other Class Members. You will not be charged for these lawyers.

Questions? Call 1-888-298-9421 or visit www.ODY2012-16transmissionclassaction.com

Any fees or costs ultimately allowed by the Court to be paid to Class Counsel will be paid out of any funds available to the Class as a result of a settlement or recovery in the class action lawsuit, if any, or by American Honda.

If you want to be represented by your own lawyer, you may hire one at your own expense.

OBTAINING MORE INFORMATION

12. How do I obtain more information?

You may address written questions to the Notice Administrator at the following address:

MacDougall v American Honda
PO Box 2447
Portland, OR 97208-2447

You can also visit the website www.ODY2012-16transmissionclassaction.com, which is dedicated to the lawsuit, or call toll-free number, 1-888-298-9421, to reach the Notice Administrator.

Please do not contact the Court. Any questions regarding the class action lawsuit or this Notice should be directed to the Notice Administrator or Class Counsel listed above.