

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**A federal court authorized this notice.**

*This is not a solicitation from a lawyer.*

If you are a current or former owner or lessee of any of the following Honda vehicles *equipped with a 6-cylinder (“V6”) engine with Variable Cylinder Management (“VCM-2”)* you could receive benefits from a class action settlement concerning *Engine Misfire*,<sup>1</sup> including a limited warranty extension and reimbursement of Out-Of-Pocket Expenses for Engine Misfire-related repairs:

- 2008-2012 Honda Accord;
- 2008-2013 Honda Odyssey;
- 2009-2013 Honda Pilot;
- 2010-2011 Honda Accord Crosstour; or
- 2012 Honda Crosstour

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>SUBMIT A CLAIM FORM</b>	<b>The only way to get reimbursement for Out-Of-Pocket Expenses.</b> If you <u>timely</u> submit a valid Claim Form (enclosed) with a repair invoice or receipt or similar documentation and proof of payment for a qualified repair, you can obtain full reimbursement of eligible repair expenses.
<b>ASK TO BE EXCLUDED</b>	<b>Receive no warranty extension and no reimbursement. Get out of this lawsuit, but keep your rights to sue.</b> If you ask to be excluded, you will not be eligible for benefits from this lawsuit, but you will maintain your right to pursue a claim against Honda separately about the claims in this lawsuit.
<b>COMMENT OR OBJECT</b>	<b>Comment in writing about why you like or don’t like the settlement.</b> You may comment in writing about why you like or dislike the settlement by sending a letter in care of the Settlement Administrator, or by filing an objection with the Court on your own or through an attorney. You must remain a member of the Settlement Class ( <i>i.e.</i> , you cannot ask to be excluded) in order to object to the settlement.
<b>DO NOTHING</b>	<b>Receive the warranty extension, but get no reimbursement. Give up your rights to sue.</b> By doing nothing, you will benefit from the warranty extension, but exclude yourself from eligibility for reimbursement of Out-Of-Pocket Expenses. You will also give up any rights to sue Honda separately about the claims in this lawsuit.

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

<sup>1</sup> Capitalized terms used herein have the same meaning ascribed to them in the Class Action Settlement Agreement and Release, which can be viewed on the settlement website at [enginemisfiresettlement.com](http://enginemisfiresettlement.com).

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

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## BASIC INFORMATION

### 1. What is the purpose of this Notice?

If you are a current or former owner or lessee of one of the Honda vehicles listed below equipped with a 6-cylinder (“V6”) engine with Variable Cylinder Management (“VCM-2”) (each a “Settlement Class Vehicle”) and purchased or leased your vehicle in the United States, then you are a Settlement Class Member in a proposed settlement of a federal class action lawsuit pending in the United States District Court for the Northern District of California, *Soto, et al. v. American Honda Motor Co., Inc.*, case no. 3:12-cv-1377-SI:

- 2008-2012 Honda Accord;
- 2008-2013 Honda Odyssey;
- 2009-2013 Honda Pilot;
- 2010-2011 Honda Accord Crosstour; or
- 2012 Honda Crosstour

As a member of the proposed Settlement Class, you have a right to know about the Litigation and proposed settlement. The judge who is overseeing the case, the Honorable Susan Illston, authorized this Notice, which explains the Litigation, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them. You have various options that you may exercise before the Court decides whether to approve the proposed settlement. If the Court approves the settlement and the settlement becomes in all respects Final, then the Defendant, American Honda Motor Co., Inc. (“Honda”) will provide certain benefits to the Settlement Class Members, including a limited warranty extension and reimbursement of Out-Of-Pocket Expenses for qualifying repairs to Settlement Class Members who submit timely and valid Claim Forms.

### 2. What is this lawsuit about?

This lawsuit is about Engine Misfire and its symptoms and causes in the Settlement Class Vehicles. **The Engine Misfire at issue generates one or more of the following vehicle diagnostic trouble (“DTC”) codes: P0301, P0302, P0303, or P0304.**

The Plaintiff, Vince Eagen, alleges that the engines in some Settlement Class Vehicles suffer from Engine Misfire and related symptoms and conditions, including premature spark plug fouling. Plaintiff claims that Settlement Class Vehicles have a defect and related conditions that Honda should have disclosed and/or remedied, at no charge, under warranty. Honda expressly denies the allegations in the Litigation, denies that it has engaged in any wrongdoing, and specifically denies the claims described above and asserted in the Litigation.

There were other claims alleged in the original Class Action Complaint and the First Amended Class Action Complaint that have been dismissed and are no longer part of this settlement.

You can read all of Plaintiff’s allegations in the [Second Amended Class Action Complaint](#), available at [enginemisfiresettlement.com](http://enginemisfiresettlement.com).

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

In a class action lawsuit, one or more persons, called “Named Plaintiffs” sue on behalf of other people who have similar claims (“Proposed Class”). The Named Plaintiff and the Proposed Class are collectively called the “Plaintiffs,” and their attorneys are referred to as “Class Counsel.” The company that has been sued (here, Honda) is called the “Defendant.” In a class action lawsuit, all factual questions and legal issues are resolved for all Plaintiffs, except for those people who choose to exclude themselves from the Class. Judge Susan Illston is presiding over this class action.

**Questions? Visit [enginemisfiresettlement.com](http://enginemisfiresettlement.com) or call toll free 1-888-888-3082.**

#### 4. Why is there a settlement?

Here, the Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement on behalf of everyone in the proposed Settlement Class. That way, all parties avoid the cost of a trial, and Settlement Class Members will receive certain agreed-upon benefits which will be provided if the settlement is approved and becomes Final. The Class Representative and Class Counsel think this proposed settlement is in the Settlement Class Members' best interests.

### WHO IS IN THE SETTLEMENT?

#### 5. Am I part of this Class?

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

All purchasers and lessees who reside in, and who purchased or leased their vehicles in the United States (other than for purposes of resale or distribution), of any: (a) Model-Year 2008, 2009, 2010, 2011, and 2012 Honda Accord vehicles equipped with a 6-cylinder engine with VCM-2; (b) Model-Year 2008, 2009, 2010, 2011, 2012, and 2013 Honda Odyssey vehicles equipped with a 6-cylinder engine with VCM-2; (c) Model-Year 2009, 2010, 2011, 2012, and 2013 Honda Pilot vehicles equipped with a 6-cylinder engine with VCM-2; (d) Model-Year 2010, and 2011 Honda Accord Crosstour vehicles equipped with a 6-cylinder engine with VCM-2; and (e) Model Year 2012 Crosstour vehicles equipped with a 6-cylinder engine with VCM-2.

#### 6. I'm still not sure if I am included.

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

### SETTLEMENT BENEFITS – WHAT YOU GET

#### 7. What benefits are available and for whom?

- Beginning on the Notice Date, the Powertrain Limited Warranty that you received from Honda at the original point of sale or lease of your Class Vehicle is extended to cover Engine Misfire repairs (the "Warranty Extension"). Such repairs will be covered under the Warranty Extension if the vehicle is within eight (8) years of the original purchase or lease date of the car, without limitation as to mileage.
- The Warranty Extension is subject to the same terms and conditions as the original, written Powertrain Limited Warranty issued at the original point of sale or lease of each Settlement Class Vehicle, except that the Warranty is extended to cover Engine Misfire. **If you obtain coverage for Engine Misfire repairs pursuant to the Extended Warranty, you may not exclude yourself from this settlement.**

Additionally, each Settlement Class Member who does not exclude him- or herself from the settlement and who timely submits a valid Claim Form with a copy of an original repair invoice or receipt or similar documentation plus proof of payment(s) for repair(s) to or replacement(s) of parts on his or her Settlement Class Vehicle will receive full reimbursement of the payment(s) *if*:

- The repair invoice or other documentation indicates that the repair(s) or replacement(s) were performed in connection with the Settlement Class Vehicle's generating the following Diagnostic trouble codes ("DTC") P0301, P0302, P0303,

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or P0304 (note: this information should be on the repair invoice you received from your dealer or mechanic);

- The Settlement Class Member previously has not been reimbursed for the repair (for instance, by Honda, a Honda dealer, or an insurance provider, etc.); and
- The Settlement Class Member follows each step listed in response to Question 8.

*Repair(s) or replacement(s) performed by mechanics other than Honda-authorized dealerships are eligible for reimbursement if they meet these conditions.*

#### POTENTIALLY ELIGIBLE REPAIRS

Services commonly performed in attempts to remedy qualifying Engine Misfire may include repair or replacement of:

- spark plugs;
- valve stem seals; and
- engine pistons and/or pistons rings (a “ring job”).

Services *less* commonly performed in attempts to remedy qualifying Engine Misfire include, but are not limited to, repair or replacement of:

- ignition coils;
- the engine long block;
- the engine short block; and
- the valve timing chain and/or valve timing tensioner.

However, Out-Of-Pocket Expenses for services(s) are eligible for reimbursement only if the repair invoice or other documentation indicates that they were performed in connection with a Settlement Class Vehicle’s generating the following diagnostic trouble codes (“DTC”): P0301, P0302, P0303, or P0304.

#### 8. How do I get reimbursed?

**To receive reimbursement, you must do 4 things:**

- (1) On the Claim Form, **write the total amount you paid** for eligible repair(s) to or replacement(s) of part(s) on your Settlement Class Vehicle;
- (2) **Enclose a copy of a repair invoice or receipt** (or other documentation) **for each** eligible repair or replacement for which you seek reimbursement of Out-Of-Pocket Expenses **plus proof of payment**. The repair invoice, or other documentation **MUST** indicate the date of service and indicate that the repair or replacement was performed in connection with your Settlement Class Vehicle’s generating the following diagnostic trouble codes (“DTC”): P0301, P0302, P0303, or P0304;
- (3) **Sign and date** your Claim Form; and
- (4) **Mail the Claim Form to the address indicated by the deadline. Your Claim Form(s) must be postmarked by April 10, 2014.**

The Claim Form is enclosed with this Notice, and you can obtain additional copies to print at [enginemisfiresettlement.com](http://enginemisfiresettlement.com).

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

If you fail to mail the Claim Form and supporting documents by the required deadline, your Claim will be denied as untimely. Submitting a Claim Form late or without documentation

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will be the same as doing nothing (*see* Question 23).

**10. When do I get reimbursed?**

The Court will hold a hearing (the “Final Approval Hearing”) on March 21, 2014 at 9:00 a.m. at the Phillip Burton Federal Building & United States Courthouse, Courtroom 10, 19<sup>th</sup> Floor, located at 450 Golden Gate Avenue, San Francisco, CA 94102, to decide whether the settlement is fair, reasonable, and adequate. Even if the Court approves the settlement, there might be appeals that delay the conclusion of case and prevent it from becoming Final. It is always uncertain whether such appeals can be resolved, and resolving them can take months or even years. For that reason, at this time there is no way to determine if and when reimbursement payments will be issued. Information about the progress of the case will be available on the settlement website: [enginemisfiresettlement.com](http://enginemisfiresettlement.com).

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

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

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

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## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue, or continue to sue Honda, on your own, about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class and the settlement. This is sometimes referred to as “opting out.”

### **12. How do I get out of this settlement?**

To exclude yourself from the settlement, you must send a letter (“Exclusion Request”) by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Soto, et al. v. American Honda Motor Co., Inc.*, Case No. 3:12-cv-1377-SI and include your:

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

You cannot exclude yourself from the class action on the phone or by e-mail. You must mail your Exclusion Request to the following, postmarked no later than February 24, 2014:

**Settlement Administrator  
Soto Class Action Settlement  
P.O. Box 2722  
Torrance, CA 90509**

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

### **13. If I don’t exclude myself, can I sue Honda later?**

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

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

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

**Questions? Visit [enginemisfiresettlement.com](http://enginemisfiresettlement.com) or call toll free 1-888-888-3082.**

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

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

- Berk Law PLLC, of Washington, D.C.;
- Terrell Marshall Daudt & Willie PLLC, of Seattle, Washington;
- Ram, Olson, Cereghino, & Kopczynski LPP, of San Francisco, California; and
- Berger & Montague, P.C., of Philadelphia, Pennsylvania

Together these law firms are called “Class Counsel.” They are experienced in handling similar cases against other automotive manufacturers. More information about these law firms, their practices, and their lawyers’ experience is available at [www.berklawdc.com](http://www.berklawdc.com), [www.tmdwlaw.com](http://www.tmdwlaw.com), [www.ramolson.com](http://www.ramolson.com), and [www.bergermontague.com](http://www.bergermontague.com).

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

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

### 17. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for any of their expenses associated with this case, but by January 10, 2014, they will file an application with the Court to ask the Court for a Class Counsel Fees and Expenses Award if the Court approves the settlement. Any fees or expenses that Class Counsel request must be approved by the Court. If the Court approves the settlement, Class Counsel have agreed to request a Class Counsel Fees and Expenses Award totaling no more than \$800,000, and Honda has agreed not to oppose such request.

Named Plaintiff Vince Eagen will also ask the Court to approve an Incentive Award not to exceed one thousand dollars (\$1,000) to compensate him for his time and effort on behalf of the Settlement Class.

You may view the applications for the Class Counsel Fees and Expenses Award and the Incentive Award after January 10, 2014 on the settlement administrator’s website: [enginemisfiresettlement.com](http://enginemisfiresettlement.com).

**Neither the Class Counsel Fees and Expenses Award nor the Incentive Award will reduce any of the benefits you may receive under the proposed settlement.**

Questions? Visit [enginemisfiresettlement.com](http://enginemisfiresettlement.com) or call toll free 1-888-888-3082.

## OBJECTING TO THE SETTLEMENT

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

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

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

To comment or object you must send a letter to the Settlement Administrator, to Class Counsel, or Honda's Counsel at the addresses indicated below, saying that you are commenting on the settlement in *Soto, et al. v. American Honda Motor Co., Inc.*, case no. 3:12-cv-1377-SI, and include your:

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

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

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

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

If you intend to appear at the Final Approval Hearing, your comment or objection must identify the attorneys representing you, if any, who will appear at the Final Approval Hearing. To appeal from any provision of any order approving the settlement as fair, reasonable, and adequate, the award of incentive payments, or to the award of Class Counsel Fees and Expenses Award, you must appear in person, or through your counsel, at the Final Approval Hearing, or

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seek leave of Court excusing such appearance prior to the Final Approval Hearing, or as otherwise may be permitted by the Court at the Final Approval Hearing.

You must mail your comment or objection to the Settlement Administrator, Class Counsel or Honda's Counsel at the following addresses, postmarked no later than February 24, 2014:

<b>Settlement Administrator</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
<b>Settlement Administrator</b> Soto Class Action Settlement P.O. Box 2722 Torrance, CA 90509	<b>BERK LAW PLLC</b> c/o Steven N. Berk "Honda Misfire Case" 2002 Massachusetts Ave, NW Suite 100 Washington, DC 20036	<b>LOEB &amp; LOEB LLP</b> c/o Michael L. Mallow "Honda Misfire Case" 10100 Santa Monica Blvd., Suite 2200 Los Angeles, CA 90067

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

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

## FINAL APPROVAL HEARING

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

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

The Court will hold a hearing (the “Final Approval Hearing”) on March 21, 2014 at 9:00 a.m. at the Phillip Burton Federal Building & United States Courthouse, Courtroom 10, 19th Floor, located at 450 Golden Gate Avenue, San Francisco, CA 94102, to decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Illston may listen to people who have asked to speak at the hearing. The Court might also decide how much Class Counsel should be paid for representing the Class and whether an Incentive Award should be paid to Named Plaintiff Vince Eagen for his time and effort in representing the Settlement Class. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

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

No, but you are welcome to come at your own expense if you do not exclude yourself from the settlement. Class Counsel will answer questions that Judge Illston might have. If you send a comment or objection, you do not have to come to the Final Approval Hearing to talk about it. However, if you submit an objection and you do not appear at the Final Approval Hearing you will lose the right to appeal from any provision of any order approving the settlement as fair, reasonable, and adequate, the award of incentive payments, or to the award of Class Counsel Fees and Expenses Award. (*See* Question 18.) As long as you sent your comment or objection such that it was received on time, the Court will consider it. If you decide to hire your own attorney, he or she may also attend the Final Approval Hearing, but it is not necessary.

### **22. May I speak at the Final Approval Hearing?**

If you do not exclude yourself, you may ask the Court’s permission to speak at the Final Approval Hearing concerning the proposed settlement or Class Counsel’s request for attorneys’ fees and expenses. To do so, you must send a letter to the Court, and provide a copy to Class Counsel and Honda’s Counsel, indicating that you intend to appear at the Final Approval Hearing in *Soto, et al. v. American Honda Motor Co., Inc.*, Case No. 3:12-cv-1377-SI. The letter must state the position you intend to present at the hearing, state the identities of all attorneys, if any, who will represent you, and must include your full name, current address, telephone number, model year and VIN of your Class Vehicle(s), and your signature. You must send your notice to the Clerk of the Court, Class Counsel, and Honda’s Counsel at the three addresses listed under Questions 18 and 20 above, postmarked no later than February 24, 2014. You may combine this notice and your comment or objection (described under Question 18) in a single letter. You cannot speak at the Final Approval Hearing if you exclude yourself from the proposed settlement.

**IF YOU DO NOTHING**

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

If you do nothing, you will remain a member of the Settlement Class and benefit from the limited Powertrain Warranty Extension described under Question 7 above, but you will receive no reimbursement of Out-Of-Pocket Expenses for eligible repairs or replacements. Furthermore, you will not be permitted to appear and speak at the Final Approval Hearing.

**ADDITIONAL INFORMATION**

**24. Are there more details available?**

You can obtain more information by visiting the website [www.enginemisfiresettlement.com](http://www.enginemisfiresettlement.com), where you can find extra Claim Forms, information about the history of this litigation and the status of the settlement, and documents such as the Second Amended Class Action Complaint filed by the Plaintiff.

You may also call Class Counsel at (202) 232-7550 or write them at:

**BERK LAW PLLC**  
c/o Steven N. Berk  
“Honda Misfire Case”  
2002 Massachusetts Ave NW  
Suite 100  
Washington, DC 20036