

UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA

**IF YOU PURCHASED A NEW 2017-2019 HONDA CR-V OR A  
NEW 2018-2020 HONDA ACCORD FROM AN AUTHORIZED  
HONDA DEALERSHIP IN CALIFORNIA, FLORIDA, NEW  
YORK, OHIO, NORTH CAROLINA, NEW JERSEY, ARIZONA,  
OR IOWA, A CLASS ACTION LAWSUIT MAY AFFECT YOUR  
RIGHTS.**

*A court authorized this notice. This is not an advertisement from a lawyer and you are not being sued.*

A class has been certified by the Court in the action styled *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, Civil Case No. CV 18-4007-MWF (MAAx) (United States District Court, Central District of California) (the “Class Action”). Plaintiffs allege Class Vehicles were sold with a known defect that causes the Collision Mitigation Braking System (“CMBS”), a feature of the Honda Sensing system in the Class Vehicles (as defined hereafter), to misrecognize objects and apply hard and unexpected braking when there is no risk of collision, allegedly posing a safety hazard. The Court certified Classes of California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, and Iowa consumers who purchased a new 2017-2019 CR-V or a new 2018-2020 Accord equipped with a CMBS (“Class Vehicle”) from an authorized Honda dealership in those states. Defendant American Honda Motor Co., Inc. denies Plaintiffs’ allegations. The Court has not decided whether Honda is liable but has decided to allow the lawsuit to proceed as a class action. There is no money or benefits that have been obtained for the Class, and there is no guarantee there will be in the future.

- The Court has defined the certified Classes as follows:

All persons who purchased a new Class Vehicle from an authorized Honda dealership in California, Florida, New York, Ohio, North Carolina, New Jersey, Arizona, or Iowa.

- Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: (1) Honda Motor Co., Ltd. and American Honda Motor Co., Inc. (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) defendant, any entity or division in which defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (8) any judge to whom this case is assigned and his or her spouse; (9) members of the judge’s family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (10) members of the judge’s staff. Additionally, claims for personal injury, property damage, and subrogation are excluded.

- If you are receiving this Notice, you have been identified as a potential Class Member. If you do not wish to be considered a Class Member, you must complete a “Request to be Excluded” form and return it to the Notice Administrator. “Request to be Excluded” forms must be submitted online or post-marked no later than January 27, 2025 (60 days after the date of this Notice).
- This Notice is to inform you of the Class Action. The United States District Court for the Central District of California has authorized this Notice, but it is not an expression of an opinion by the Court as to the merits of any of the claims or defenses asserted by any party in the Class Action.
- Further information regarding the Class Action, whether or not you are a Class Member, and any rights that you may have, may be obtained by contacting Class Counsel at the contact information listed in Section 10 below; visiting the website created and maintained by the Notice Administrator, [www.HondaCMBSClassAction.com](http://www.HondaCMBSClassAction.com), and dedicated to this Class Action; or calling the following toll-free number maintained by the Notice Administrator and dedicated to this Class Action: 1-833-657-4900.
- **Your legal rights are affected whether you act or do not act, so please read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION</b>	
<b>DO NOTHING AND STAY IN THE CLASS</b>	You are automatically part of the Class if you satisfy the Class definition set forth in Section 5 below. If you do nothing, you will be bound by all judgments and orders of the Court. If Plaintiffs are successful, you will share in any benefits that may be ordered. If Plaintiffs are unsuccessful or receive nothing, you will receive nothing.
<b>EXCLUDE YOURSELF FROM THE CLASS BY JANUARY 27, 2025</b>	You may request to be excluded from the Class. This is also referred to as “opting out.” This is the only option that preserves your right to be part of a separate lawsuit about the legal claims in this case. A “Request to be Excluded” form is available at <a href="http://www.HondaCMBSClassAction.com/submit-an-exclusion">www.HondaCMBSClassAction.com/submit-an-exclusion</a> . You can complete and submit a “Request to be Excluded” online at the link provided above or mail the completed form to: Honda CMBS Class Action Notice Administrator, P.O. Box 5144, Baton Rouge, LA 70821.  If you decide you do not want to participate in the Class Action and you do <u>not</u> make a timely request for exclusion as described above, 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 did I get this Notice?**

This Notice is intended to advise you of the pendency of the Class Action and of your rights and options with respect to the Class Action, **including your right to exclude yourself from the Class and from further proceedings in this action should you wish to do so.** Judge Michael William Fitzgerald of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *Kathleen A. Cadena, et al. v. American Honda Motor Co., Inc.*, and the case number is Civil Case No. CV 18-4007-MWF (MAAx). The Plaintiffs who brought the suit are: Matthew Villanueva, Roxana Cardenas, Robert Morse, James Adams, Larry Fain, Peter Watson, Susan McGrath, Ann Hensley, Craig DuTremble, and Vincent Liem. The law firms representing Plaintiffs and the Classes are the Gibbs Law Group LLP and Greenstone Law APC.

If you received a notice in the mail, Honda’s records show that you may have purchased one of the following vehicles new, as the original owner:

- Model year 2017, 2018, or 2019 Honda CR-V equipped with CMBS
- Model year 2018, 2019, or 2020 Honda Accord equipped with CMBS

From an authorized Honda dealership in one of the following states:

- California
- Florida
- New York
- Ohio
- North Carolina

- New Jersey
- Arizona
- Iowa

Vehicles that fit the above description are “Class Vehicles” (with some exclusions, described below in Section 5).

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

The Class Vehicles come equipped with a system called CMBS which uses a radar, a camera, and software, and can automatically apply the brakes to avoid collisions in certain circumstances. Plaintiffs allege the Class Vehicles were sold with a known defect in the CMBS, which misrecognizes objects and applies hard and unexpected braking when there is no risk of collision, posing an alleged safety hazard.

Honda denies any wrongdoing or liability for the claims alleged, and specifically denies the CMBS is defective. The Court has not decided whether Honda did anything wrong, and the case is continuing. There has been no recovery for the Class and there is no guarantee that there will be.

## **3. Why is this a class action?**

In a class action, one or more people, called “Class Representatives,” sue on behalf of people who may have the same claim. All of the people who have the same claim collectively make up the “Class,” and are referred to individually as “Class Members.” One lawsuit before one judge and jury resolves the claims of all Class Members together, regardless of whether the outcome is favorable or unfavorable to the Class. 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 claims, contentions, and defenses of the parties. The pleadings and other papers filed in the Class Action are available online 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 Central District of California, 350 West First Street, Los Angeles, California 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. In addition, you may obtain more information by contacting Class Counsel, whose names, addresses, and telephone numbers are listed in Section 10 below, or the Notice Administrator.

## **5. I am still not sure if I am included, what is the class definition?**

The Court has certified the following Classes:

- California Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in California.

- Florida Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in Florida.
- New York Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in New York.
- Ohio Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in Ohio.
- North Carolina Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in North Carolina.
- New Jersey Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in New Jersey.
- Arizona Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in Arizona.
- Iowa Class: All persons who purchased a new Class Vehicle from an authorized Honda dealership in Iowa.

Exclusions: Excluded from the Classes are vehicles designated as ‘Fleet’ orders in Honda’s sales data. Also excluded from the class are: (1) Honda Motor Co., Ltd. and American Honda Motor Co., Inc. (for purposes of this Notice only, collectively referred to as “Honda”); (2) any affiliate, parent, or subsidiary of Honda; (3) any entity in which Honda has a controlling interest; (4) any officer, director, or employee of Honda; (5) any successor or assign of Honda; (6) anyone employed by counsel in this action; (7) any judge to whom this case is assigned and his or her spouse; (8) members of the judge’s family as defined in Canon 3C(3)(a) of the Code of Conduct for United States Judges; and (9) members of the judge’s staff.

Additionally, claims for personal injury, property damage, and subrogation are excluded. If you are still not sure whether you are included in the Class, you may ask for help. Please contact the attorneys listed in Section 10 below or call the toll-free dedicated helpline at 1-833-657-4900.

## THE STATUS OF THE LAWSUIT

### 6. What has happened so far in the case?

After the Class Action was filed, Honda answered Plaintiffs’ complaint, denying all allegations of wrongdoing and asserting affirmative defenses. The parties then engaged in extensive fact discovery, expert analysis and legal research. The parties presented extensive briefing to the Court on Plaintiffs’ Motion for Class Certification, as well as oral argument. On July 2, 2024, the Court certified the Classes identified in Section 5 above.

## REMAINING IN THE CLASS

### 7. What happens if I do nothing at all?

If you fall within one of the eight Class definitions (as described above in Section 5) and you do nothing, you will stay in the lawsuit and remain a Class Member.

If Plaintiffs win, you will be notified about how to seek money or other benefits (if any) from the lawsuit. If Plaintiffs lose, you will not receive any compensation. If you do nothing now, regardless of whether Plaintiffs win or lose, you will not be able to sue, or continue to sue Honda in any other lawsuit about the same legal claims that are the subject of this lawsuit. You will be legally bound by the orders the Court issues and judgments the Court enters in this Class Action.

Please inform the Notice Administrator about any future changes to your mailing address so that a claim form can be mailed to you in the event that there is a judgment or settlement in the lawsuit. If the address at which you received this Notice does not change, then you do not need to update your mailing address with the administrator.

## EXCLUDING YOURSELF FROM THE CLASS

### 8. How do I exclude myself from the Class?

If you don't want to be included in the Class, and 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 get out. This is called excluding yourself – or is sometimes referred to as “opting out” of the Class.

To exclude yourself from the Class, you must complete and submit a “Request to be Excluded” form available at [www.HondaCMBSClassAction.com/submit-an-exclusion](http://www.HondaCMBSClassAction.com/submit-an-exclusion). If you request to be excluded, you will not be part of the case. This means that if the Court awards money damages to the Class Members after trial, or if there is a settlement of this action, you will not be entitled to share in the proceeds. This also means that if there is a judgment adverse to the Class Members you will not be bound by that result. In either instance, you would retain the right to file your own lawsuit, assuming such a lawsuit is brought within the time required by the applicable statute of limitations.

**In the event you wish to exclude yourself from the Class, you must complete and submit the “Request to be Excluded” form via the link provided above, or complete and mail the form to:**

**Honda CMBS Class Action Notice Administrator  
P.O. Box 5144  
Baton Rouge, LA 70821**

**To be effective, your “Request to be Excluded” must be submitted online or postmarked no later than January 27, 2025 (60 days after the date of this Notice).** If you do not request exclusion from the Class on or before **January 27, 2025** (60 days after the date of this Notice) and you fall within the definition of any one of the Classes listed in Section 5 above, you will be bound by any final judgment or settlement in this Class Action.

If you fall within the definition of any one of the Classes and you wish to remain a Class Member, you are not required to do anything at this time. You will be bound by any judgment in the Class Action, whether it is favorable or unfavorable. If there is a recovery, you may be entitled to a share in the proceeds, less such costs, expenses, class representative service awards, and attorneys' fees as the Court may allow from any such recovery. If you do not exclude yourself and Honda prevails in the Class Action, you will be bound by that judgment and prohibited from pursuing a lawsuit on your own with regard to any of the claims decided in the Class Action. Further, if you do not exclude yourself, in the event a settlement is negotiated regarding the Class Action, you will be given an opportunity to object to the settlement and ask the Court not to approve the settlement or certain parts of the settlement.

## THE LAWYERS REPRESENTING YOU

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

The court appointed the law firms Gibbs Law Group LLP and Greenstone Law APC to represent you and other Class Members who do not exclude themselves from the Class. Together, the lawyers are called "Class Counsel." Class Counsels' contact information is listed in Section 10 below. You will not be personally charged for these lawyers. Any fees or costs paid to Class Counsel will have to be approved by the Court. If the Court ultimately approves an award of fees or costs to Class Counsel, those amounts will be paid out of any funds available to the Class as a result of a settlement or recovery in the Class Action, if any, or by Honda. If you are a Class Member and wish to be represented by your own lawyer, you may hire an attorney to represent you at your own expense.

## OBTAINING MORE INFORMATION

### 10. Where do I obtain more information?

This Notice summarizes the Class Action lawsuit. You can get more information by visiting [www.HondaCMBSCClassAction.com](http://www.HondaCMBSCClassAction.com), contacting the Notice Administrator at 1-833-657-4900, emailing [info@HondaCMBSCClassAction.com](mailto:info@HondaCMBSCClassAction.com), or by contacting the law firms appointed as Class Counsel:

Greenstone Law APC  
1925 Century Park East  
Suite 2100  
Los Angeles, CA 90067  
(310) 201-9156

Gibbs Law Group LLP  
1111 Broadway Street  
Suite 2100  
Oakland, California 94607  
(510) 350-9700

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