



AUTOMOBILE DIVISION
American Honda Motor Co., Inc.
1919 Torrance Blvd., - P.O. Box 2215
Torrance, CA 90509-9870

CSC-10057462-8135

January 2015

Product Update: Driver's Door Lock Actuator

Dear

On some vehicles, the driver's door lock will not lock or cycles up and down when trying to unlock the door. To repair vehicles affected by this condition, and to prevent this from occurring in vehicles that do not exhibit these symptoms, the driver's door lock mechanism will be replaced in all 2007 and 2008 CR-Vs and certain 2009 CR-Vs.

What should you do?

Contact any authorized Honda dealer to schedule an appointment to have your driver's door lock actuator replaced **at no cost to you**. The dealer will replace the driver's door lock actuator sub-assembly. Please plan to leave your vehicle at the dealer for one full day to allow them flexibility in scheduling.

Lessor Information

Please forward a copy of this notice to the lessee.

What to do if you feel this notice is in error

Our records show that you are the current owner or lessee of a 2007-09 CR-V involved in this product update campaign. If this is not the case, or the name/address information is not correct, please call Honda Automobile Customer Service at 888-234-2138. We will then update our records.

If you have questions

If you have any questions about this notice, or need assistance with locating a Honda dealer, please call Honda Automobile Customer Service at 888-234-2138. You can also locate a dealer online at *Hondacars.com*.

We apologize for any inconvenience this campaign may cause you.

Sincerely,

American Honda Motor Co., Inc.
Honda Automobile Division



AUTOMOBILE DIVISION

American Honda Motor Co., Inc.
1919 Torrance Blvd., - P.O. Box 2215
Torrance, CA 90509-9870

Enero de 2015

Actualización del producto: Activador de la puerta del conductor

Estimado

En algunos vehículos la cerradura de la puerta del conductor no se bloquea o sube y baja al intentar desbloquearla. Para reparar los vehículos afectados por este problema, y para prevenir que esto ocurra en vehículos que no han presentado el problema, el mecanismo de la cerradura de la puerta del conductor será reemplazado en todos los CR-V de 2007 y 2008 y en algunos CR-V de 2009.

¿Qué debe hacer?

Comuníquese con un concesionario autorizado de Honda para programar una cita para reemplazar el accionador de la cerradura de la puerta del conductor, ***sin ningún costo para usted***. El concesionario cambiará el subconjunto del activador de la cerradura de la puerta del conductor. Por favor planifique dejar su vehículo en el concesionario por un día completo para permitirles flexibilidad en su programación.

Información para el arrendador

Por favor entregue una copia de esta notificación al arrendatario.

Qué es lo que debe hacer si cree que esta notificación le llegó por error

Nuestros registros indican que usted es el actual propietario o arrendatario de un CR-V 2007-09 implicado en esta actualización de producto. De no ser este el caso, o si el nombre o la dirección no son correctos, por favor llame al Servicio al Cliente de Honda Automobile al 888-234-2138. Procederemos a actualizar nuestros registros.

Si tiene preguntas

Si tiene preguntas sobre la presente notificación o necesita ayuda para encontrar un concesionario de Honda, comuníquese con el Servicio de atención al cliente de Honda al 888-234-2138. También podrá encontrar un concesionario en la web en *Hondacars.com*.

Pedimos disculpas por cualquier inconveniente que esta campaña pueda causarle.

Atentamente,

**American Honda Motor Co., Inc.
Honda Automobile Division**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU ARE A CURRENT OR FORMER OWNER OR LESSEE OF:

- (1) A Honda CR-V, model years 2007-2008; or
- (2) A Two-Wheel Drive Honda CR-V, model year 2009 with a VIN in one of the following ranges: JHLxxxxxxxx000001–JHLxxxxxxxx007343; 5J6xxxxxxxx000001-5J6xxxxxxxx003420; or 3CZxxxxxxxx700001-3CZxxxxxxxx701680; or
- (3) An All-Wheel Drive Honda CR-V, model year 2009 with a VIN in one of the following ranges: JHLxxxxxxxx000001-JHLxxxxxxxx007327; 5J6xxxxxxxx000001-5J6xxxxxxxx007526; or 3CZxxxxxxxx700001-3CZxxxxxxxx700240

PLEASE READ THIS NOTICE CAREFULLY BECAUSE A PROPOSED SETTLEMENT MAY PROVIDE YOU BENEFITS AND AFFECT YOUR RIGHTS.

YOUR LEGAL RIGHTS AND OPTIONS	
Get a free driver's door lock repair	If you still have your CR-V, you can bring it to an authorized Honda dealer and get a new door lock actuator on the front driver's side door at no charge.
Warranty extension	Honda is extending the warranty on the four occupant door lock actuators on the CR-Vs.
Get a refund for door lock repairs	If you paid to fix a door lock actuator on any of the passenger or driver doors (but excluding the hatch) on your CR-V, you can file a claim for a cash refund.
Exclude yourself from the settlement	You can exclude yourself from the settlement. If you do, you will still be entitled to the new driver's door lock actuator, but you will not receive any of the other settlement benefits. You will also have no right to object to the settlement, but will retain the right to sue on your own.
Do nothing	If you do nothing, you will give up your right to sue over the issues raised in this lawsuit and will not receive any benefits under the settlement.
Object	If you think the settlement is unfair or fair and you do not exclude yourself, you can tell the judge.

A federal court authorized this notice. This is not a solicitation from a lawyer. The purpose of this notice is to tell you about a proposed settlement of a class action lawsuit. This notice describes the rights you may have in the settlement and what you need to do to claim those rights.

WHAT THIS NOTICE CONTAINS

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1. WHY DID I RECEIVE THIS NOTICE?

You received this notice because you may have owned or leased (1) a Honda CR-V, model year 2007-2008, or (2) a Honda CR-V, model year 2009, within certain VIN ranges.

2. WHY SHOULD I READ THIS NOTICE?

You may be eligible to receive money and other benefits from the settlement of a lawsuit regarding power door lock actuator failures in CR-Vs. If the judge approves the settlement, it will release certain claims you might have.

3. WHAT IS THE LAWSUIT ABOUT?

The lawsuit asserts that a part on your CR-V called a “door lock actuator” was defectively designed and that as a result, the power door locks on your CR-V may not have operated as intended.

4. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people who may have similar claims. One court resolves the issues for all class members, except for class members who exclude themselves from the class.

5. HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a class member if you are a resident of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam and you currently own or lease, or previously owned or leased, (1) a Honda CR-V, model years 2007-2008, (2) a Two-Wheel Drive Honda CR-V, model year 2009, with a VIN in one of the following ranges:
JHLxxxxxxxx000001–JHLxxxxxxxx007343; 5J6xxxxxxxx000001–5J6xxxxxxxx003420; or 3CZxxxxxxxx700001–3CZxxxxxxxx701680; or (3) an All-Wheel Drive Honda CR-V, model year 2009, with a VIN in one of the following ranges:
JHLxxxxxxxx000001–JHLxxxxxxxx007327; 5J6xxxxxxxx000001–5J6xxxxxxxx007526; or 3CZxxxxxxxx700001–3CZxxxxxxxx700240. You are also a Class Member if you bought or leased one of these CR-Vs outside the United States while you were serving in the U.S. military. You are not in the class if you work

for Honda or one of its affiliated companies or if you are an independent Honda or Acura dealer that currently owns the vehicles.

6. WHY IS THERE A SETTLEMENT?

The parties on both sides, despite believing in their positions, decided that a settlement was better than the uncertainty and expense of litigation. The class representatives and their attorneys believe the settlement is best for all settlement class members.

7. WHAT CAN I GET UNDER THE SETTLEMENT?

Under the proposed settlement, class members receive three kinds of benefits.

CURRENT OWNERS/LESSEES

The first benefit, provided to all current owners and lessees of the CR-Vs, is a free replacement of the driver's door lock actuator even if the actuator is functioning properly, as long as the actuator has not already been replaced with the appropriate part. To receive a new door lock actuator, you must take your CR-V to an authorized Honda dealer.

The second benefit, provided to all current owners and lessees of the CR-Vs (assuming they do not exclude themselves from the settlement) is a warranty extension on the door lock actuators (this includes the front and rear passenger and driver doors but excludes the hatch). The warranty extension lasts (i) three years from the date the original limited car warranty expired, or (ii) until November 7, 2015, whichever is longer. The warranty covers any diagnosis, repair, or replacement of a door lock actuator (excluding the hatchback lock actuator) performed by a Honda dealer. The warranty extension does not apply to repairs that result from accidents or misuse. Under the extended warranty, Honda will provide door lock actuator repairs without charge at an authorized Honda dealer at any time between the mailing of this Notice and the expiration of the extended warranty.

CURRENT AND FORMER OWNERS/LESSEES

The third benefit, provided to both current and former owners and lessees of the CR-Vs who do not exclude themselves from the settlement, is reimbursement for out-of-pocket expenses for door lock actuator repairs. If you paid to replace a door lock actuator on your CR-V as a result of power door lock failure (not because of an accident), you may submit a claim for reimbursement. If a portion of your out-of-pocket expenses for the repair has been reimbursed by Honda or by a third party, only the amount not reimbursed will be deemed an out-of-pocket expense. To be eligible for reimbursement, you must provide original proof of payment and submit a valid Claim Form before July 6, 2015.

8. HOW DO I MAKE A CLAIM FOR REIMBURSEMENT?

Follow the instructions on the Claim Form that accompanies this notice. You must also include original proof of repair and cost, and complete the certification as required by the Claim Form. Completed Claim Forms and supporting documentation must be sent to the following address:

Settlement Administrator
P.O. Box 2718
Torrance, CA 90509

All Claim Forms and supporting documents must be postmarked by July 6, 2015.

9. WHAT DO I GIVE UP IF THE SETTLEMENT IS APPROVED?

The settlement provides for a “release” of claims related to power door lock actuator failures on the CR-Vs (excluding the hatchback lock actuator) but does not include claims arising from death, personal injury, or property damage. This means you would not be able to sue over the cost of replacing a door lock actuator or any other monetary losses you might incur as a result of a door lock actuator failure.

10. WHO WILL DETERMINE WHETHER THE SETTLEMENT IS FAIR?

The judge will decide whether the settlement is fair to the class members. The judge is scheduled to hold a hearing on the settlement on May 7, 2015, at 10:00 a.m. in Courtroom MLK 2A of the United States District Court for the District of New Jersey, located at: Martin Luther King Building & U.S. Courthouse 50 Walnut Street, Newark, New Jersey 07101. At that hearing, the Court will consider whether to approve the settlement. The Court will also determine the amount of any awards for the class representatives, and the amount of attorneys' fees and costs to be awarded to the lawyers for the class.

11. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you are a settlement class member and do not opt out of the class, you have the right to object to the settlement. Any objection must be in writing and must be filed with the Court and sent to class counsel and Honda's counsel at the addresses listed below. *All objections must be filed with the court electronically or postmarked on or before March 20, 2015.*

If you file an objection, it must include: (1) the title of the case, Davitt v. American Honda Motor Co., Inc., No. 13-cv-00381; (2) your name, address, and phone number; (3) the approximate date when you bought or leased your CR-V and the vehicle identification number (VIN) of your CR-V; (4) a statement that you have reviewed the settlement class definition and that you are a settlement class member; (5) all legal and factual bases for any objection; and (6) copies of any documents you wish to submit to support your objection. In addition, if you object to the settlement, you must provide a list of all other objections submitted by you, or your counsel, to any class action settlements in the United States in the previous five years. If you (or your counsel) have not objected to any other class action settlement in the United States in the previous five years, you must say so in the objection. You may also have to attend a deposition on the issues raised in the objection.

If you intend to appear at the fairness hearing, you must file with the Court and send to all counsel listed below a notice of intention to appear at the hearing by the objection deadline. The notice must include copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court. If you do not provide a timely notice of intention to appear, or if you do not file a timely objection, you may be deemed to have waived any objection to the settlement.

Clerk of the Court

Clerk of the Court
Martin Luther King U.S.
Courthouse
50 Walnut Street, Rm. 4015
Newark, NJ 07101

Class Counsel

Matthew D. Schelkopf
Chimicles & Tikellis LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Honda's Counsel

Eric S. Mattson
Michael C. Andolina
Sidley Austin LLP
One South Dearborn
Chicago, IL 60603

12. WHAT SHOULD I DO IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?

To exclude yourself from the settlement, you must submit a written request for exclusion that includes (a) your name, address, and phone number; and (b) the approximate date of acquisition and vehicle identification number (VIN) of your CR-V. All requests for exclusion must also contain a signed statement that: "I request that I be excluded from the proposed settlement in Davitt v. American Honda Motor Co., Inc." *All requests for exclusion must be postmarked no later than March 20, 2015, and must be mailed to the Settlement Administrator:*

Settlement Administrator
P.O. Box 2722
Torrance, CA 90509

DO NOT REQUEST EXCLUSION IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT.

If you validly request exclusion from the class, you will still be able to receive the driver's door lock actuator replacement described above, and you may be able to sue based on the issues raised in the lawsuit. You will not be entitled to any of the other settlement

benefits, will not be bound by any judgment entered in the lawsuit, and will not be permitted to object to the settlement.

If you do not request exclusion from the class, you will be bound by all judgments in the lawsuit in connection with the settlement.

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting simply tells the Court that you do not like something about the settlement. You can object and still participate in the settlement, including by filing a claim for benefits. In contrast, 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 lawsuit no longer affects you.

14. WHO REPRESENTS THE CLASS?

The Court has appointed Kevin Davitt, Scott Carter, and Mark Tudyk as class representatives. They will ask the Court for awards not to exceed \$1,500 each. Honda has agreed to pay up to this amount if approved by the Court, and your settlement benefits will not be reduced by the payment of this award.

The Court has also appointed the following lawyers and their firms as class counsel:

Joseph G. Sauder
Matthew D. Schelkopf
CHIMICLES & TIKELLIS LLP
One Haverford Centre
361 West Lancaster Avenue
Haverford, PA 19041

Jonathan W. Cuneo
William H. Anderson
CUNEO GILBERT & LADUCA, LLP
507 C Street, NE
Washington, DC 20002

These lawyers represent your interest in the lawsuit. You will not be charged for their services. You may hire your own attorney at your own expense to advise you, but you are not required to do so.

15. WHO IS RESPONSIBLE FOR CLASS COUNSEL'S FEES?

Class counsel intends to ask the Court for an award of attorneys' fees for their work on behalf of the settlement class, including their out-of-pocket expenses, in an amount not to exceed \$1,400,000. Honda has agreed to pay up to this amount. **You will not have to pay any of this amount.**

16. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS?

You can now make an appointment with an authorized Honda dealer to get your free replacement of the driver's door lock actuator. With respect to the other benefits, the Court is scheduled to hold a final approval hearing on May 7, 2015, to decide whether to approve the settlement. If the Court approves the settlement, the payment of benefits to class members who submit valid claims will be made approximately 60 days from the deadline for filing claims. If appeals are filed, payment of claims will be delayed.

17. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING?

No.

18. WHERE CAN I GET MORE INFORMATION?

This Notice is only a summary of the lawsuit and proposed settlement. Other information (including the Settlement Agreement) that has been filed in this lawsuit is available at www.DoorLockSettlement.com. If you have any questions about the settlement, check the website, contact Honda at 1-888-888-3082, or contact one of the Class Counsel listed in section 14, above. **DO NOT CONTACT THE COURT FOR INFORMATION.**

BY THE COURT:

Honorable Faith S. Hochberg
U.S. District Judge

CLAIM FORM FOR POWER DOOR LOCKS
2007 AND 2008 HONDA CR-Vs and CERTAIN 2009 HONDA CR-Vs

Name/Address Changes (if any):

First Name

Last Name

Address

City

State

Zip



Claim #: NNS2- 6000068380

Please provide the information below for all claims so we can contact you if necessary or notify you of status:

Daytime Phone _____ Evening Phone _____

Cell Phone _____ E-mail _____

Claim Form Instructions:

Your Claim Form must be sent to Honda at the address on page 2 of this form and postmarked no later than July 6, 2015.

1. All Settlement Class Members are entitled to a free replacement of the front driver's-side door lock actuator (even if the door lock is working), as long as the actuator has not already been replaced with the appropriate part. To receive a replacement, please bring your CR-V to an Authorized Honda Dealer. Please see the enclosed Notice or visit DoorLockSettlement.com for additional details.
2. Settlement Class Members who previously paid for Door Lock Actuator Repairs (this includes the front and rear passenger and driver doors and excludes the hatch door) may submit a claim for reimbursement. Honda will reimburse eligible Out-of-Pocket Expenses for parts and labor paid for Door Lock Actuator Repairs to those doors. To be eligible for reimbursement, you must provide original Proof of Payment (or a duplicate receipt stamped as "Paid") and submit a valid Claim Form no later than July 6, 2015.
3. If a door lock actuator on your CR-V malfunctions, you may be eligible to receive Door Lock Actuator Repairs under an extended warranty without charge at an Authorized Honda Dealer. Please see the enclosed Notice or visit DoorLockSettlement.com for details. If you think you are eligible for Door Lock Actuator Repairs, please contact your Authorized Honda Dealer. You do not need to complete a Claim Form unless you are seeking reimbursement for past door lock actuator repairs on your CR-V.

1. Have you ever owned or leased a 2007 or 2008 Honda CR-V?

☐ No

☐ Yes Year _____

Vehicle Identification Number:

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2. Have you ever owned or leased a 2009 Honda CR-V with a Vehicle Identification Number in the following ranges: JHLxxxxxxxx000001–JHLxxxxxxxx007343;

5J6xxxxxxxx000001–5J6xxxxxxxx003420; 3CZxxxxxxxx700001–3CZxxxxxxxx701680;

JHLxxxxxxxx000001–JHLxxxxxxxx007327; 5J6xxxxxxxx000001–5J6xxxxxxxx007526; or

3CZxxxxxxxx700001–3CZxxxxxxxx700240?

☐ No

☐ Yes

Vehicle Identification Number:

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If you answered "Yes" to EITHER question 1 or 2, and you paid to fix one or more door lock actuators on your CR-V, you are eligible to submit a claim for reimbursement. If you answered "NO" to BOTH questions 1 and 2, you are not eligible to submit a claim for reimbursement.

Return this claim form to:

Settlement Administrator

P.O. Box 2718

Torrance, CA 90509

When you submit this Claim Form, include an original receipt (or other original supporting documentation such as a duplicate receipt stamped as "Paid") for Door Lock Actuator Repairs.

Your documentation **must include all items below:**

- The date the repairs were made and vehicle mileage at the time of the repairs; and
- The amount you paid for the Door Lock Actuator Repairs; and

Keep a copy of your documents for your records. Documents will NOT be returned.

DATE OF AND MILEAGE AT REPLACEMENT #1	AMOUNT YOU PAID FOR THE REPLACEMENT
<p>___ / ___ / _____</p> <p>Mileage: _____</p>	<p>\$ _____ . ____</p>

DATE OF AND MILEAGE AT REPLACEMENT #2 (if applicable)	AMOUNT YOU PAID FOR THE REPLACEMENT
____ / ____ / ____ Mileage: _____	\$ ____ . ____

DATE OF AND MILEAGE AT REPLACEMENT #3 (if applicable)	AMOUNT YOU PAID FOR THE REPLACEMENT
____ / ____ / ____ Mileage: _____	\$ ____ . ____

DATE OF AND MILEAGE AT REPLACEMENT #4 (if applicable)	AMOUNT YOU PAID FOR THE REPLACEMENT
____ / ____ / ____ Mileage: _____	\$ ____ . ____



I declare under penalty of perjury that the information I provided on this form is accurate.

Signature of Owner/Lessee

____ / ____ / ____
Date

Signature of Co-Owner/Co-Lessee (if any)

____ / ____ / ____
Date

For help completing this form or for answers to your questions, call Honda at 1-888-888-3082 or go to www.DoorLockSettlement.com.