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13 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
14 **IN AND FOR THE COUNTY OF MARICOPA**

15 STATE OF ARIZONA, *ex rel.* MARK
16 BRNOVICH, Attorney General,

17 Plaintiff,

18 v.

19 AMERICAN HONDA MOTOR CO., INC., a
20 California corporation, and HONDA OF
21 AMERICA MFG., INC., an Ohio corporation.

22 Defendants.

Case No. CV2020-013332

CONSENT JUDGMENT

(Assigned to the Hon. Randall Warner)

23 The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State” or
24 “Attorney General”), filed a Complaint alleging violations of the Consumer Fraud Act, A.R.S.
25 §§ 44-1521, *et seq.* (the “CFA”), and American Honda Motor Co., Inc. and Honda of America
26 Mfg., Inc. (collectively “Honda”) have waived service of the Complaint, have been advised of
27 the right to a trial in this matter, and have waived the same. Honda admits the jurisdiction of
28 this Court over the subject matter, and the parties stipulate that this Court may enter this Consent

1 Judgment and acknowledge that this Court shall retain jurisdiction for the purpose of enforcing
2 this Consent Judgment. The parties have agreed to the entry of this Consent Judgment by this
3 Court without trial or adjudication of any issue of fact or law and without admission or finding
4 of any violations of any law, in order to resolve the State’s investigation, to provide additional
5 restitution to Arizona consumers, and to avoid the expense and uncertainty of further
6 investigation or litigation.

7 **PRELIMINARY STATEMENTS**

8 The State has alleged that certain business practices by Honda in connection with
9 Honda’s use of Takata PSAN Inflators violated A.R.S. §§ 44-1521, *et seq.*, and Honda has
10 denied those allegations.

11 The State and Honda have engaged in good faith negotiations to achieve a settlement of
12 the claims brought by the State and memorialized the terms of their agreement in this Consent
13 Judgment.

14 The parties intend this Consent Judgment to extinguish the Attorney General’s claims as
15 set forth in this Consent Judgment.

16 Honda denies the allegations in the State’s Complaint, but agrees to the entry of this
17 Consent Judgment in order to settle this matter and avoid the expense and uncertainty of
18 litigation.

19 **DEFINITIONS**

20 “Alpha Inflators” are Takata PSAN Inflators installed as original equipment components
21 in certain 2001 – 2003 Honda and Acura models, including: 2001 – 2002 Honda Accord, 2001 –
22 2002 Honda Civic, 2002 Honda CR-V, 2002 Honda Odyssey, 2003 Honda Pilot, 2002 – 2003
23 Acura 3.2TL, and 2003 Acura 3.2CL as set forth in Exhibit A, to the extent that they still contain
24 original equipment Takata inflators.

25 “Non-Alpha Inflators” are all Takata airbag inflators in Honda or Acura vehicles that are
26 not Alpha Inflators, but are currently subject to the Recall.

27 “PSAN Inflators” refers to frontal airbag inflators, designed, validated, and manufactured
28 by Takata, that incorporated phase-stabilized ammonium nitrate, which was a gas-generated

1 propellant in certain frontal airbag inflators designed and manufactured by Takata.

2 “The Recall” refers collectively to all recalls of Takata airbag inflators in Honda or Acura
3 vehicles.

4 **PARTIES**

5 1. Defendant American Honda Motor Co., Inc. is a California corporation with its
6 principal place of business in Torrance, California. American Honda Motor Co., Inc. is
7 responsible for distributing, marketing, and selling Honda and Acura brand automobiles in the
8 United States, including in Arizona.

9 2. Defendant Honda of America Mfg., Inc. is an Ohio corporation with its principal
10 place of business in Marysville, Ohio. Honda of America Mfg., Inc. is responsible for
11 manufacturing Honda and Acura brand automobiles to be sold in the United States, including in
12 Arizona.

13 3. Honda admits that this Court has jurisdiction over the subject matter and the
14 parties to enter appropriate orders both prior to and following a determination of liability. The
15 Court is one of general subject-matter jurisdiction and has original jurisdiction of cases and
16 proceedings in which exclusive jurisdiction is not vested by law in another court. Ariz. Const.
17 art. VI, § 14(1). The CFA does not vest such jurisdiction in another court. *See* A.R.S. §§ 44-
18 1521, *et seq.*

19 4. Venue is proper in Maricopa County, Arizona, pursuant to A.R.S. § 12-401(17)
20 because this action is brought on behalf of the State and the seat of government is located in
21 Maricopa County.

22 5. Both Honda entities listed in this Consent Judgment are jointly and severally liable
23 for all payment obligations due under this Consent Judgment, and both Honda entities are
24 enjoined by the injunctive relief contained in this Consent Judgment.

25 **ORDER**

26 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

27 6. The injunctive relief set forth in this Consent Judgment is binding upon any of the
28 following that receive actual notice of this Consent Judgment through personal service or

1 otherwise: (a) Honda; (b) its officers, agents, servants, employees, and attorneys; and (c) those
2 persons in active concert or participation with Honda or any of its officers, agents, servants,
3 employees, or attorneys. The injunctive relief set forth in this Consent Judgment is not binding
4 upon Honda automobile dealers who are not directly employed by Honda.

5 7. Pursuant to A.R.S. § 44-1528(A)(1), Honda is enjoined, restrained and prohibited
6 from:

7 a. Advertising, promoting, or otherwise representing in any way that is false,
8 deceptive, or misleading (a) its airbags, (b) the safety of its airbags, (c) the
9 safety of any component of its airbags, including, but not limited to,
10 ammonium nitrate, or (d) the overall safety of its vehicles to the extent any
11 such representation expressly or implicitly addresses the safety of airbags in
12 a manner that is false, deceptive, or misleading; and

13 b. In its communications directed to consumers, including advertising, making
14 representations regarding the safety of its airbags, or components of such
15 airbags, unless those representations are consistent with the Federal Trade
16 Commission's Policy Statement Regarding Advertising Substantiation.

17 8. Pursuant to A.R.S. § 44-1528(A)(1), Honda shall, within sixty (60) days of the
18 entry of this Consent Judgment, implement procedures to require employees, including
19 engineers or other personnel, to report internal complaints or concerns related to the safety of
20 Honda's vehicles to Honda employees with management authority. The procedures shall
21 prohibit retaliation in any form against employees for making such complaints. Honda shall,
22 within ninety (90) days of the entry of this Consent Judgment, inform its employees of these
23 procedures. Honda shall maintain records regarding all such complaints or concerns for a period
24 of at least five (5) years, including the date that the complaint was made, the complaint itself,
25 and any corrective action taken as a result of the complaint. The affirmative injunctive relief set
26 forth in this paragraph shall expire ten (10) years after the entry of this Consent Judgment.

27 9. Pursuant to A.R.S. § 44-1528(A)(2), prior to the filing of this Consent Judgment
28 Honda shall pay the amount of \$1,650,000 in consumer restitution to a claims administrator

1 selected by Honda. This amount shall be used to distribute at least \$100 for restitution to each
2 Arizona consumer who initially purchased in Arizona between September 1, 2012, and
3 November 3, 2015 a Honda or Acura vehicle with a Takata airbag inflator subject to the Recall
4 (the “Restitution Program”). The Attorney General shall have sole discretion as to how and
5 when restitution funds are distributed to consumers and the eligibility of any consumer to
6 receive restitution. In the event the amount ordered as restitution herein is insufficient to
7 provide full restitution to all eligible consumers, the restitution collected shall be distributed to
8 eligible consumers on a pro rata basis. In the event that any portion of the restitution ordered
9 herein cannot be distributed to eligible consumers, such portion shall be deposited by the
10 Attorney General’s Office into the fund established under A.R.S. § 44-1531.01, pursuant to
11 A.R.S. § 44-1531.02(B), and used for the purposes specified in A.R.S. § 44-1531.01.

12 10. Pursuant to A.R.S. § 44-1531, prior to the filing of this Consent Judgment Honda
13 shall pay to the Attorney General the amount of \$500,000 as a payment to the State. This
14 payment shall be deposited into the fund established pursuant to A.R.S. § 44-1531.01, and used
15 for the purposes set forth therein.

16 11. Prior to the filing of this Consent Judgment, Honda shall pay the amount of up to
17 \$2,130,000, to a claims administrator to provide cash-equivalent gift cards to all Arizona
18 consumers who currently own Honda or Acura vehicles subject to the Recall and who have not
19 received a replacement airbag inflator (“Eligible Consumers”). These gift cards will be offered
20 to incentivize such Arizona consumers to obtain a replacement airbag inflator pursuant to the
21 Recall (the “Incentive Program”). A \$150 gift card shall be distributed to each Eligible
22 Consumer who has a Honda or Acura vehicle which contains an Alpha Inflator that has not
23 been repaired under the Recall to incentivize the consumer to take their vehicle to get a
24 replacement part. The \$150 gift card shall not be activated until after the Eligible Consumer
25 completes the repair process, and the gift card shall be activated within five (5) business days
26 from the date the third-party dealer/repairer notifies Honda that the repair process has been
27 completed. A \$50 gift card shall be distributed to each Eligible Consumer who has a Honda or
28 Acura vehicle which contains a Non-Alpha Inflator that has not been repaired under the Recall

1 to incentivize the consumer to take their vehicle to get a replacement part. The \$50 gift card
2 shall not be activated until after the Eligible Consumer completes the repair process, and the
3 gift card shall be activated within five (5) business days from the date the third-party
4 dealer/repairer notifies Honda that the repair process has been completed. Honda shall
5 prioritize the distribution of gift cards first to Eligible Consumers with Alpha Inflators, and then
6 to Eligible Consumers owning vehicles with Non-Alpha Inflators, based on the risk of rupture
7 as determined by the National Highway Traffic Safety Administration (“NHTSA”). This
8 Incentive Program shall occur for 180 days after the entry of this Consent Judgment; however,
9 the Incentive Program may be expanded or extended upon the mutual agreement of the parties.
10 Once the Incentive Program is completed, the claims administrator shall report to the Parties
11 the total cash value of gift cards activated after Eligible Consumers completed the repair
12 process (the “Cash Value of Activated Gift Cards”). If the Cash Value of Activated Gift Cards
13 is less than \$1,387,500, the Parties agree that the claims administrator shall pay the State of
14 Arizona the amount of \$1,387,500 less the Cash Value of Activated Gift Cards. If the Cash
15 Value of Activated Gift Cards is equal to or greater than \$1,387,500, the Parties agree that no
16 payment under this paragraph shall be made to the State of Arizona. Any such payment shall
17 occur within 30 days of receipt of correspondence from the State requesting payment of the
18 remainder of such funds. Any such payment from Honda will be deposited into the fund
19 established pursuant to A.R.S. § 44-1531.01, and will be used for the purposes set forth therein.

20 12. In addition to the amounts described above, Honda shall pay the cost of a claims
21 administrator to administer the Restitution Program and the Incentive Program. The Attorney
22 General shall have the sole discretion to authorize all communications to consumers. Honda
23 shall have the sole discretion to select a claims administrator for the Restitution Program and
24 the Incentive Program and shall work cooperatively with the Attorney General to develop
25 communications to consumers under that program. The Attorney General shall have sole
26 discretion over the content of the communications ultimately made to consumers under both the
27 Restitution Program and the Incentive Program. Upon the completion of the Restitution
28 Program and Incentive Program, the claims administrator(s) for the Restitution Program and

1 Incentive Program shall calculate the amount of interest earned in the escrow account for each
2 program, if any, and all such interest shall be paid to Honda or used by Honda to defray the
3 costs associated with administration of the Restitution and Incentive Program.

4 13. Prior to the filing of this Consent Judgment, Honda shall pay to the Attorney
5 General the amount of \$650,000 to be deposited into the fund established pursuant to A.R.S.
6 § 44-1531.01, and used for the purposes set forth therein. This payment shall be used by the
7 Attorney General to conduct outreach efforts to encourage Arizona consumers with unrepaired
8 Honda and Acura vehicles subject to the Recall to get their vehicles repaired with replacement
9 airbag inflators. Prior to the filing of this Consent Judgment, Honda also shall pay to the
10 Attorney General the amount of \$100,000. This payment shall be used by the Attorney
11 General's Office for outreach that supports the mission and vision of the Attorney General's
12 Office. The Attorney General shall have sole discretion as to how and when the funds described
13 under this paragraph are used.

14 14. The parties agree and acknowledge that the amounts to be paid under paragraphs
15 9, and 11-13 of this Consent Judgment do not constitute a civil penalty, penalty, fine, forfeiture,
16 or payment in lieu thereof, nor any other form of assessment for any alleged claim or offense.

17 15. The parties further agree and acknowledge that the amounts paid by Honda under
18 paragraphs 9 and 11-13 are within the category of payments described in Section 162(f)(2) of
19 the Internal Revenue Code of 1986, as amended.

20 16. Each party shall bear its own costs, fees, and expenses, including attorneys' fees.

21 17. The payments required to be paid to the Attorney General herein shall be paid in
22 the form of a cashier's check or wire transfer made payable to "The State of Arizona." Payment
23 shall be delivered, or mailed and postmarked, to:

24
25 Consumer Protection and Advocacy Section
26 The Office of the Attorney General
27 2005 N. Central Ave.
28 Phoenix, AZ 85004

18. In the event that Honda settles the same or similar claims through a common or

1 uniform agreement (including but not limited to a model consent decree) to which (1) five or
2 more states are signatories and (2) under the framework of that settlement, the State would have
3 received a total monetary value greater than the agreed upon \$3,537,500 total monetary value to
4 the State under this Consent Judgment, Honda agrees to make an additional payment to the
5 State, equal to the difference between the two values. This payment shall be deposited into the
6 fund established pursuant to A.R.S. § 44-1531.01, and used for the purposes set forth therein.

7 19. In the event that the State is entitled to additional funds under paragraph 18,
8 Honda shall pay the additional amounts within 30 days of the date of the entry of the settlement
9 and Honda shall pay the amounts in accordance with the instructions found in paragraph 17.

10 20. In the event of a material breach of this Consent Judgment, in addition to all other
11 remedies available under Arizona law and the penalties specifically provided under A.R.S. § 44-
12 1532, the State may, in its sole discretion, reopen proceedings and continue with this case as
13 though this Consent Judgment had not been entered, provided that Honda shall be entitled to an
14 offset for any amount actually paid to the State.

15 21. By execution of this Consent Judgment and following a full and complete payment
16 to the State of the sums provided by paragraphs 9, 10, 11 and 13, the State of Arizona, *ex. rel.*
17 Mark Brnovich, Attorney General releases and discharges Honda as well as its subsidiaries and
18 affiliates, and all of their respective present and former officers, directors, agents, employees,
19 and representatives (“Released Parties”) from the following: all known and unknown civil
20 claims, causes of action, damages, restitution, disgorgement, fines, attorneys’ fees, costs,
21 requests for injunctive relief, remedies, and/or penalties that have been or could have been
22 asserted by the State, either in the Attorney General’s sovereign enforcement capacity or as
23 *parens patriae* on behalf of its citizens, against any of the Released Parties pursuant to the CFA
24 or pursuant to common law concerning unfair, deceptive, or fraudulent trade practices, up to and
25 including the date of the Court’s entry of this Consent Judgment, related to and arising from the
26 Covered Conduct that is the subject of this Consent Judgment. “Covered Conduct” means
27 Honda’s use of Takata PSAN Inflators currently subject to the Recall (including any acts or
28 omissions related to the design, testing, manufacture, installation, or recall of Takata PSAN

1 Inflaters, as well as any notices or communications related thereto). Nothing in this Consent
2 Judgment shall be construed as preventing the State from investigating or bringing an
3 enforcement action for any violations of any applicable state laws, regulations, rules, or permits
4 occurring subsequent to the entry of this Consent Judgment. Further, nothing in this Consent
5 Judgment shall be construed to create, waive, or limit any action brought by any State of
6 Arizona agency other than the Attorney General; however, the Attorney General is unaware of
7 any investigation by any other State of Arizona agency involving the conduct of Honda that
8 relates to the Covered Conduct.

9 22. If the State believes that Honda has failed to comply with any provision of this
10 Judgment and, if in the Arizona Attorney General's sole discretion the failure to comply does
11 not threaten the health or safety of the citizens of the State of Arizona and/or does not create an
12 emergency requiring immediate action, the Arizona Attorney General shall provide notice to
13 Honda of such alleged failure to comply, and Honda shall have thirty (30) days from receipt of
14 such notice to provide a good faith written response, including either a statement that Honda
15 believes it is in full compliance with the relevant provision or a statement explaining how the
16 violation occurred, how it has been addressed or when it will be addressed, and what Honda will
17 do to make sure the violation does not occur again. Within that thirty (30) day period, Honda
18 may request a meeting to discuss the alleged violation. If Honda makes such a request, the State
19 shall meet with Honda, either by phone or in person, at the earliest possible date, but in no event
20 more than ten (10) business days from the date of Honda's request. Honda shall provide its
21 written response in advance of any meeting with the Arizona Attorney General, unless the
22 Arizona Attorney General agrees to waive this requirement. The request for, or occurrence of, a
23 meeting does not enlarge the period of time for Honda to provide its written response, although
24 the Arizona Attorney General may agree to provide Honda with more than thirty (30) days to
25 respond. The Arizona Attorney General shall receive and consider the response from Honda
26 prior to initiating any proceeding for any alleged failure to comply with this Judgment.

27 23. Nothing in this Consent Judgment shall be construed as an approval by the
28 Attorney General, the Court, the State of Arizona, or any agency thereof of Honda's past,

1 present, or future conduct. Honda shall not represent or imply that the Attorney General, the
2 Court, the State, or any agency thereof has approved or approves of any of Honda's actions or
3 any of Honda's past, present, or future business practices.

4 24. This Consent Judgment represents the entire agreement between the parties, and
5 there are no representations, agreements, arrangements, or understandings, oral or written,
6 between the parties relating to the subject matter of this Consent Judgment which are not fully
7 expressed herein or attached hereto.

8 25. Each party has cooperated in (and in any construction to be made of this Consent
9 Judgment shall be deemed to have cooperated in) the drafting and the preparation of this
10 Consent Judgment. Any rule of construction to the effect that any ambiguities are to be resolved
11 against the drafting party shall not be employed in any interpretation of this Consent Judgment.

12 26. If subsequent to the effective date of this Consent Judgment, the federal
13 government or the State of Arizona enacts or promulgates any law or regulation with respect to
14 matters governed by this Consent Judgment that creates a conflict with any provision of the
15 Consent Judgment, such law or regulation shall apply, and this Consent Judgment shall not
16 apply to the extent such conflict exists. For purposes of this Consent Judgment, a conflict exists
17 if conduct required by this Consent Judgment is prohibited by such federal or state law or
18 regulation.

19 27. If any portion of this Consent Judgment is held invalid by operation of law, the
20 remaining terms thereof shall not be affected and shall remain in full force and effect.

21 28. Jurisdiction is retained by this Court for the purpose of entertaining an application
22 by the State for the enforcement of this Consent Judgment.

23 29. This Consent Judgment is the result of a compromise and settlement agreement
24 between the parties. Honda is entering into this Consent Judgment solely for the purposes of
25 settlement, and nothing contained herein may be taken as or construed to be an admission by
26 Honda of any liability or of any violation of any law, regulation or local requirement,
27 contractual obligation, or any duty whatsoever whether based in statute, regulation, common
28 law, contract, or otherwise, all of which Honda expressly denies. The terms of this Consent

1 Judgment shall not be cited by any person as evidence of wrongdoing by Honda. This Consent
2 Judgment is not intended to constitute evidence or precedent of any kind except in any action or
3 proceeding by one of the parties to enforce, or otherwise implement or affirm, any or all terms
4 of this Consent Judgment. Only the parties to this action may seek enforcement of this Consent
5 Judgment. Nothing herein is intended to create a private right of action by other parties.

6 30. This Consent Judgment shall not limit the rights of any private party to pursue any
7 remedies allowed by law.

8 31. Neither this Consent Judgment nor anything therein shall be construed or used as a
9 waiver, limitation, or bar on any defense otherwise available to Honda, or on Honda's right to
10 defend itself from or make arguments in any pending or future legal or administrative action,
11 proceeding, or local or federal claim or suit, including without limitation, private individual or
12 class action claims or suits, relating to Honda's conduct prior to the execution of this Consent
13 Judgment, or to the existence of, the subject matter or terms of this Consent Judgment.

14 32. The terms of this Consent Judgment may be modified only by a subsequent
15 written agreement signed by the State and Honda.

16 33. The effective date of this Consent Judgment is the date that it is entered by the
17 Court.

18 34. This Consent Judgment resolves all outstanding claims expressly identified in the
19 Complaint as to Honda. As no further matters remain pending, this is a final judgment entered
20 pursuant to Ariz. R. Civ. P. 54(c).

21
22 DATED this _____ day of _____, 2020.

23
24
25
26 _____
The Honorable *[name]*
27 Judge of the Superior Court
28

1 **CONSENT TO JUDGMENT**

2 1. Honda acknowledges that it has waived service of the Summons and Complaint, has
3 read the Consent Judgment, and is aware of its right to a trial in this matter and has waived the
4 same.

5 2. Honda admits the jurisdiction of this Court, and consents to the entry of the Consent
6 Judgment.

7 3. Honda states that no promise of any kind or nature whatsoever was made to induce
8 it to enter into this Consent Judgment and declares that it has entered into this Consent Judgment
9 voluntarily.

10 4. This Consent Judgment is entered as a result of a compromise and a settlement
11 agreement between the parties. Only the parties to this action may seek enforcement of this
12 Consent Judgment. Nothing herein is intended to create a private right of action by other parties;
13 however, this Consent Judgment shall not limit the rights of any private party to pursue any
14 remedies allowed by law.

15 5. Honda acknowledges its acceptance of this Consent Judgment is for the purpose of
16 settling the ongoing consumer fraud lawsuit filed by the State, and further acknowledges that this
17 Consent Judgment does not preclude any agency or officer of this State or subdivision thereof
18 from instituting other civil or criminal proceedings as may be appropriate.

19 6. This Consent Judgment may be executed in counterparts and be delivered by
20 facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart
21 hereof, all of which together will constitute one and the same document.

22 7. Each company listed below represents and warrants that the person signing below
23 on its behalf is duly appointed and authorized to do so.

1
2 DATED this 2nd day of October, 2020.
3

American Honda Motor Co., Inc. and
Honda of America Mfg., Inc.

4
5
6 By: Catherine M. McEvilly
Catherine McEvilly

7
8 Senior Vice President & General Counsel
American Honda Motor Co., Inc.
9 700 Van Ness Ave
10 Torrance, CA 90501

11 **APPROVED AS TO FORM AND CONTENT:**

12 For Defendants:

13
14 **National Counsel for American Honda**
15 **Motor Co., Inc. and**
16 **Honda of America Mfg., Inc.**

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For Plaintiff:

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Attorney General

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Granted as Submitted



/S/ Randall Warner Date: 10/28/2020
Judicial Officer of Superior Court

ENDORSEMENT PAGE

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SIGNATURE DATE: 10/28/2020

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