

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

AMERICAN HONDA MOTOR CO., INC.

Respondent.

Case No. ENF23-V-HO-2

**ORDER OF DECISION**

The Board of the California Privacy Protection Agency hereby adopts the Stipulated Final Order, attached hereto, as its decision in the above-entitled matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 7th day of March, 2025.

BY THE BOARD:



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JENNIFER M. URBAN  
Chairperson  
California Privacy Protection Agency

MICHAEL S. MACKO  
Deputy Director of Enforcement  
LARA KEHOE HOFFMAN  
Assistant Chief Counsel  
LISA B. KIM (State Bar No. 229369)  
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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of:

Case No. ENF23-V-HO-2

AMERICAN HONDA MOTOR CO., INC.

Respondent.

**STIPULATED FINAL ORDER**

IT IS HEREBY stipulated AND AGREED by and between the parties to the above-entitled matter:

**I. PARTIES**

1. Complainant is the Enforcement Division of the California Privacy Protection Agency, which enforces the California Consumer Privacy Act of 2018 (CCPA), Civ. Code §§ 1798.100 – 1798.199.100, as amended.<sup>1</sup>

2. Respondent is American Honda Motor Co., Inc., a California corporation with its principal place of business at 1919 Torrance Blvd., Torrance, California 90501. Honda has conducted business within the State of California at all times relevant to this Stipulated Final Order.

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<sup>1</sup> All statutory references are to California law unless otherwise indicated.

## II. JURISDICTION

3. Pursuant to Civil Code §§ 1798.199.40(a), and 1798.199.55, the Agency may enforce the CCPA through administrative actions.

4. Pursuant to Government Code § 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

## III. DEFINITIONS

The following terms in this Stipulated Final Order shall have these meanings:

5. “Agency” means Complainant, the Enforcement Division of the California Privacy Protection Agency.

6. “Authorized Agent” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(d).

7. “Collect” has the same meaning as provided in Civil Code § 1798.140(f).

8. “Consumer” has the same meaning as provided in Civil Code § 1798.140(i).

9. “CCPA” means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100 – 1798.199.100, as amended.

10. “CCPA Requests” means Consumer requests submitted pursuant to the CCPA, specifically Civil Code §§ 1798.105, 1798.106, 1798.110, 1798.115, 1798.120, and 1798.121. CCPA Requests include Requests to Correct, Requests to Delete, Requests to Know, Requests to Limit, and Requests to Opt-out of Sale/Sharing as those terms are defined in Cal. Code Regs. tit. 11, § 7001(x), (y), (z), (aa), (bb), and (cc).

11. “Cross-context Behavioral Advertising” has the same meaning as provided in Civil Code § 1798.140(k).

12. “Honda” means Respondent American Honda Motor Co., Inc.

13. “Personal Information” has the same meaning as provided in Civil Code § 1798.140(v), which includes the definition of “unique identifier” or “unique personal identifier” as set forth in Civil Code § 1798.140(aj).

14. “Request to Correct” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(x).

15. “Request to Delete” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(y).

16. “Request to Know” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(z).

17. “Request to Limit” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(aa).

18. “Request to Opt-Out of Sale/Sharing” has the same meaning as provided in Cal Code Regs. tit. 11, § 7001(cc).

19. “Sale” or “Sell” has the same meaning as provided in Civil Code § 1798.140(ad).

20. “Share” has the same meaning as provided in Civil Code § 1798.140(ah).

21. “Verifiable Consumer Request” has the same meaning as provided in Civil Code § 1798.140(ak).

22. “Verify” has the same meaning as provided in Cal. Code Regs. tit. 11, § 7001(mm).

#### **IV. FACTUAL FINDINGS**

23. Honda is the North American subsidiary of Honda Motor Co., Ltd., a company incorporated in Japan. Honda distributes, markets, and sells Honda and Acura brand automobiles, motorcycles, and scooters, among other things.

24. Honda has had a long-standing presence in California going back to its founding in Los Angeles in 1959. Now headquartered in Torrance, California, Honda employs thousands of workers and supplies 126 Honda and 39 Acura automobile dealerships in California.

25. Honda has been selling vehicles in the United States market for more than 60 years. More specifically, since 2020, Honda has sold hundreds of thousands of Honda vehicles, motorcycles, and other products in California. Honda and Acura vehicles are often listed in the top 10 cars sold in California.

26. Honda is subject to the CCPA, the first comprehensive privacy law in the United States that gives Californians important rights over how covered businesses Collect, use, Sell, and Share their Personal Information. Honda is subject to this law as a for-profit corporation that Collects Consumers’ Personal Information and determines the purposes and means of the processing of Consumers’ Personal Information.

27. Honda had an annual gross revenue in excess of twenty-five million dollars during the 2023 and 2024 calendar years. Honda also annually Sells or Shares, in combination, the Personal Information of 100,000 or more Consumers or households.

28. The Agency commenced an investigation of Honda’s CCPA compliance practices on July 31, 2023. Honda produced documents, answered the Agency’s questions, and made available a corporate representative to meet with the Agency.

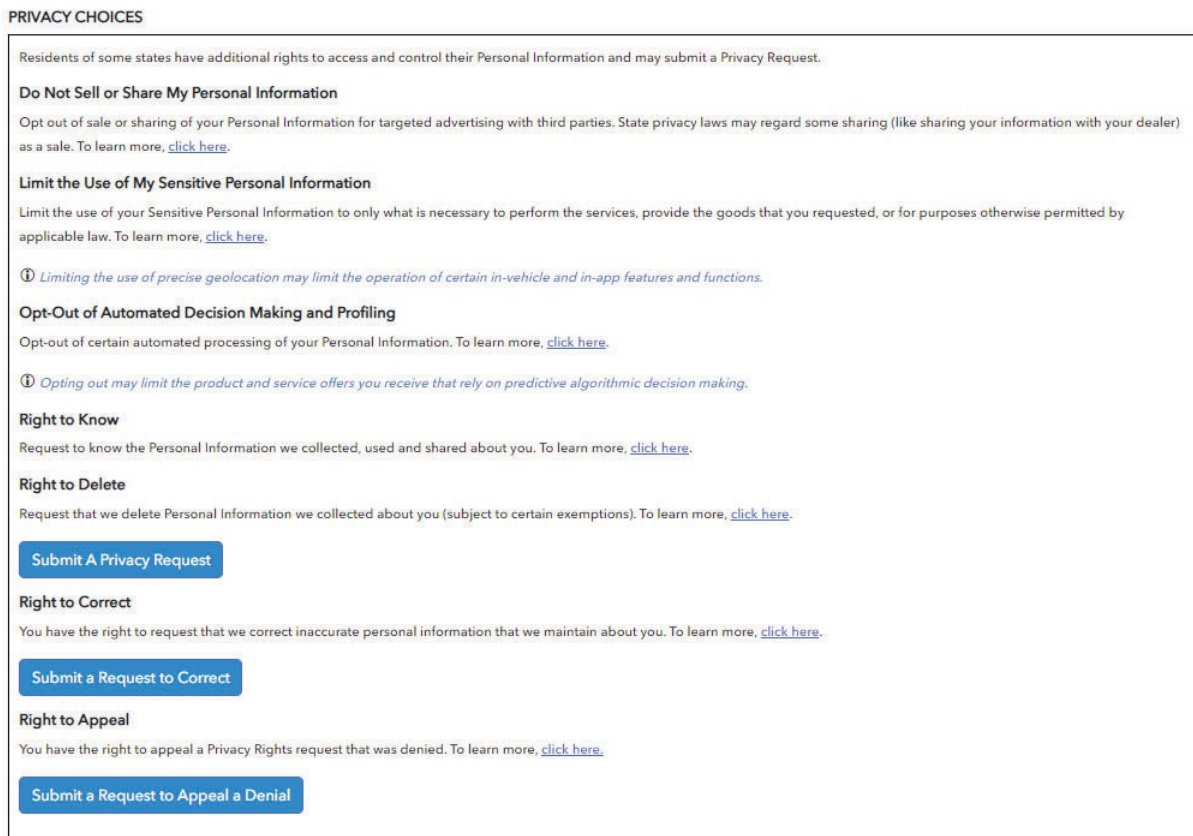
29. The relevant time period is January 1, 2023 through November 20, 2024, unless otherwise indicated.

**A. Honda’s Method for Submitting Requests to Opt-Out of Sale/Sharing and Requests to Limit through its Online Privacy Center**

30. Consumers have asserted their privacy rights with Honda by submitting CCPA Requests.

31. Honda receives CCPA Requests from Consumers through a toll-free phone number and a website form. Consumers can access the website form through Honda’s online “Privacy Center” website located at <https://www.honda.com/privacy/your-privacy-choices>. Honda also has a “Your Privacy Choices” link on its Honda and Acura homepages that takes Consumers to its online Privacy Center website.

32. Honda’s online Privacy Center includes a listing of privacy choices and links to various requests forms. As shown below, the Privacy Center provides an option for submitting a privacy request, a request to correct, and a request to appeal a denial:



33. Honda’s “Submit a Privacy Request” link takes Consumers to a webform titled “Consumer Privacy Rights Request Form” that requires the same information for five different requests: (1) Do Not Sell of Share My Personal Information, (2) Limit Use of My Sensitive Personal Information, (3) Opt-Out of Automated Decision Making and Profiling, (4) Personal

Information Disclosure, and (5) Delete My Personal Information. As shown in the webform below, Honda requires Consumers to provide their first name, last name, address, city, state, zip code, preferred method to receive updates, email, and phone number to submit the request. Honda also gives Consumers the option to provide the brand of the product they own and the VIN or serial number of their product.

34. By requiring all of this information, Honda’s webform unlawfully requires Consumers to provide more information than necessary to exercise their CCPA rights to opt-out of sale/sharing of their personal information and to limit the use and disclosure of their sensitive personal information. Honda essentially applies a verification standard to these rights.

35. The CCPA distinguishes between Consumer requests that require the business to Verify that the Consumer making the request is the Consumer about whom the business has collected information, and those requests that do not require verification. Specifically, Requests to Delete, Requests to Correct, and Requests to Know are Verifiable Consumer Requests, while Requests to Opt-Out of Sale/Sharing and Requests to Limit are not.

36. The CCPA regulations governing the submission of Requests to Opt-Out of Sale/Sharing and Requests to Limit are meant to ensure that Consumers can exercise their choices without undue burden. Civ. Code § 1798.185(a)(4). These requests are not verifiable because the potential harm to Consumers resulting from an imposter accessing, deleting, or changing personal information maintained by the business is minimal or nonexistent for Requests to Opt-Out of Sale/Sharing and Requests to Limit.

37. Accordingly, the CCPA prohibits businesses from requiring Consumers to Verify themselves before processing Requests to Opt-Out of Sale/Sharing and Requests to Limit. Cal.

Code Regs. tit. 11, §§ 7026(d), 7027(e), 7060(b). At most, businesses may ask Consumers for information necessary to complete the request, such as information necessary to identify the Consumer within their systems, but they may not ask Consumers for more information than necessary to process their requests. Civ. Code § 1798.135(c)(1); Cal. Code Regs. tit. 11, §§ 7026(d), 7027(e). To the extent that businesses can comply without additional information, they are required to do so. *Id.* at §§ 7026(c), 7027(d).

38. Requiring verification for the processing of a Request to Opt-Out of Sale/Sharing or Request to Limit impairs or interferes with the Consumer's ability to exercise those rights. The CCPA prohibits businesses from designing methods for submitting CCPA Requests that substantially subverts or impairs the Consumer's autonomy, decisionmaking, or choice. *Id.* § 7004; *see also* Civ. Code § 1798.140(h), (l).

39. Honda's process for submitting Requests to Opt-Out of Sale/Sharing and Requests to Limit was the same for Verifiable Consumer Requests. Honda's process for submitting CCPA requests failed to distinguish requests that required verification and those that did not. Honda used the same webform for both types of requests with no differences in the information required to process them.

40. In addition, although Honda generally needs only two data points from the Consumer to identify the Consumer within its database, Honda's verification process for Verifiable Consumer Requests requires the matching of *more than* two data points. Thus, Honda requires more information than necessary.

41. Honda's webform requires Consumers to provide at least eight data fields to submit their request regardless of whether the Consumer is submitting a Verifiable Consumer Request or a request that does not require verification, *i.e.*, a Request to Opt-Out of Sale/Sharing or Request to Limit. Those mandatory data fields include name, full address, email, and phone number. Consumers cannot submit their request unless they provide all eight data fields.

42. Honda requires the matching of more than two data points provided by the Consumer to information within its database before processing the Consumer's Requests to Opt-Out of Sale/Sharing and Requests to Limit. Honda essentially requires Consumers to Verify themselves before processing these requests.

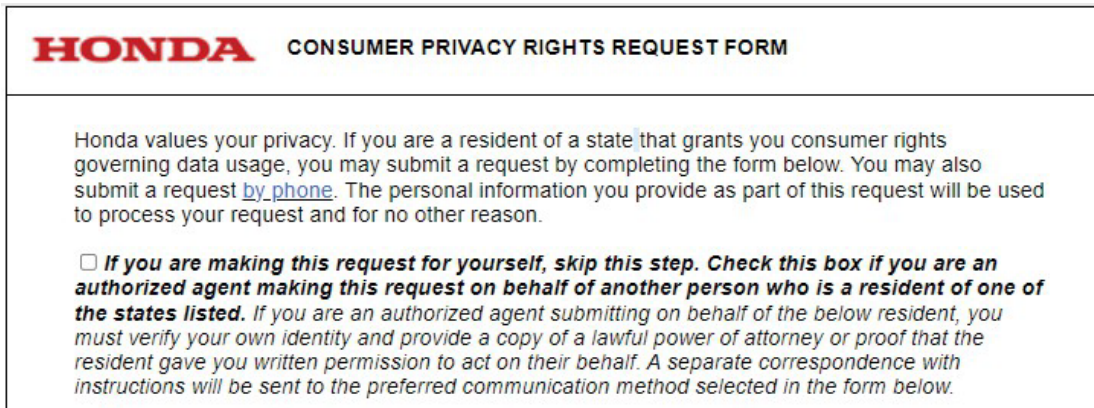
43. Honda also requires Consumers to provide more information than necessary to complete Requests to Opt-Out of Sale/Sharing and Requests to Limit.

44. From July 1, 2023 through September 23, 2023, Honda required at least 119 Consumers to provide more information than necessary in order to submit their Request to Opt-Out of Sale/Sharing and Request to Limit, and Honda denied at least 20 Consumer requests by unlawfully requiring the Consumer to Verify themselves before processing the request.

**B. Processing Requests to Opt-Out of Sale/Sharing and Requests to Limit Submitted by Consumers' Authorized Agents**

45. Consumers can authorize other natural persons or business entities, known as Authorized Agents, to act on their behalf in asserting their rights under the CCPA. *See* Cal. Code Regs. tit. 11, § 7063.

46. Honda's webform for submitting a privacy request contains a checkbox for Authorized Agents who are submitting the request on behalf of a Consumer. Upon checking this box, Honda sends correspondence with instructions to the preferred communication method selected.



47. The preferred communication method offers two choices—email and U.S. Mail. Both choices reflect the email address or U.S. Mail address for the Consumer about which the request is submitted.



48. The CCPA gives Consumers the right to authorize another person to submit a Request to Opt-out of Sale/Sharing and a Request to Limit on the Consumer's behalf. *See* Civ. Code §§ 1798.135(e); Cal. Code Regs. tit. 11, §§ 7026(j), 7027(i).

49. The CCPA's prohibition on requiring verification for Requests to Opt-Out of Sale/Sharing and Requests to Limit applies equally to requests submitted by the Consumer's Authorized Agent. Businesses may ask the Consumer's Authorized Agent to provide the Consumer's signed permission demonstrating that they have been authorized to act on the Consumer's behalf. Cal. Code Regs. tit. 11, §§ 7026(j), 7027(i). However, businesses may not require the Consumer to directly confirm that they have provided the Authorized Agent permission to submit the request. Businesses may contact Consumers directly in that manner only for Verifiable Consumer Requests. *Id.* at § 7063(a).



50. Honda’s process for submitting and processing Requests to Delete and Requests to Know made by the Consumer’s Authorized Agent is the same as its process for non-verifiable Requests to Opt-Out of Sale/Sharing and Requests to Limit made by the Consumer’s Authorized Agent.

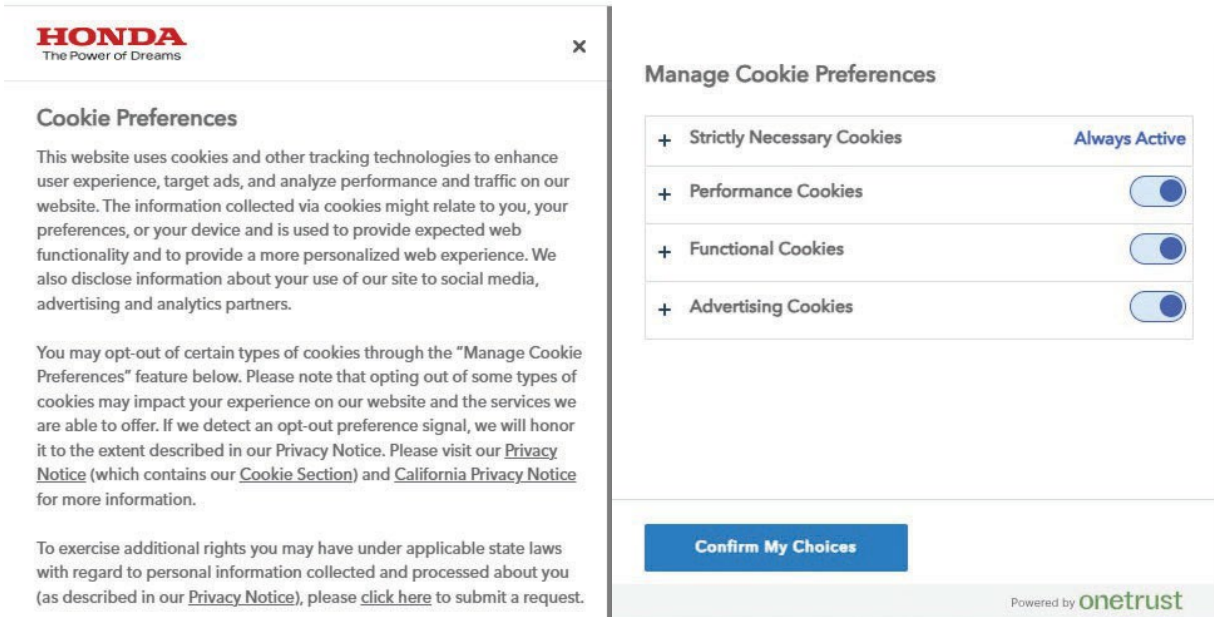
51. Honda unlawfully requires Consumers to directly confirm with Honda that they had given permission to the Authorized Agent to submit a Request to Opt-Out of Sale/Sharing and Request to Limit.

52. From July 1, 2023 through September 23, 2023, Honda required at least 14 Consumers to directly confirm with Honda that they had given their Authorized Agents permission to submit the Request to Opt-Out of Sale/Sharing or Request to Limit on their behalf.

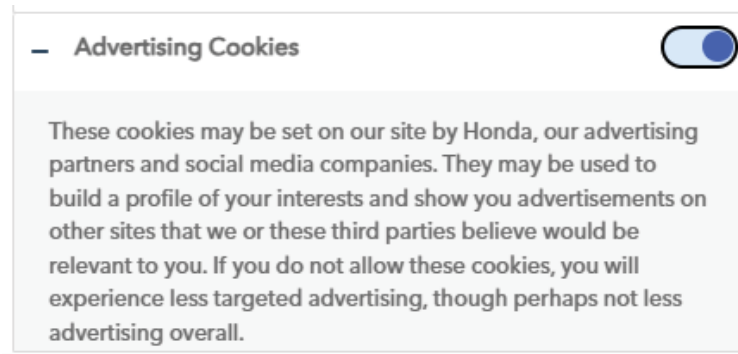
**C. Honda’s Method for Submitting Requests to Opt-Out of Sale/Sharing through its Cookie Management Tool**

53. Honda contracts with OneTrust, a third-party compliance vendor, to provide a cookie management tool for its Honda and Acura websites. Through the cookie management tool, Consumers can opt-out of advertising and other technology that tracks their activity across different websites for Cross-context Behavioral Advertising purposes.

54. As demonstrated by the screenshots below, the different types of cookies identified in the cookie management tool (*i.e.*, performance cookies, functional cookies, and advertising cookies) are “allowed” or “active” by default.

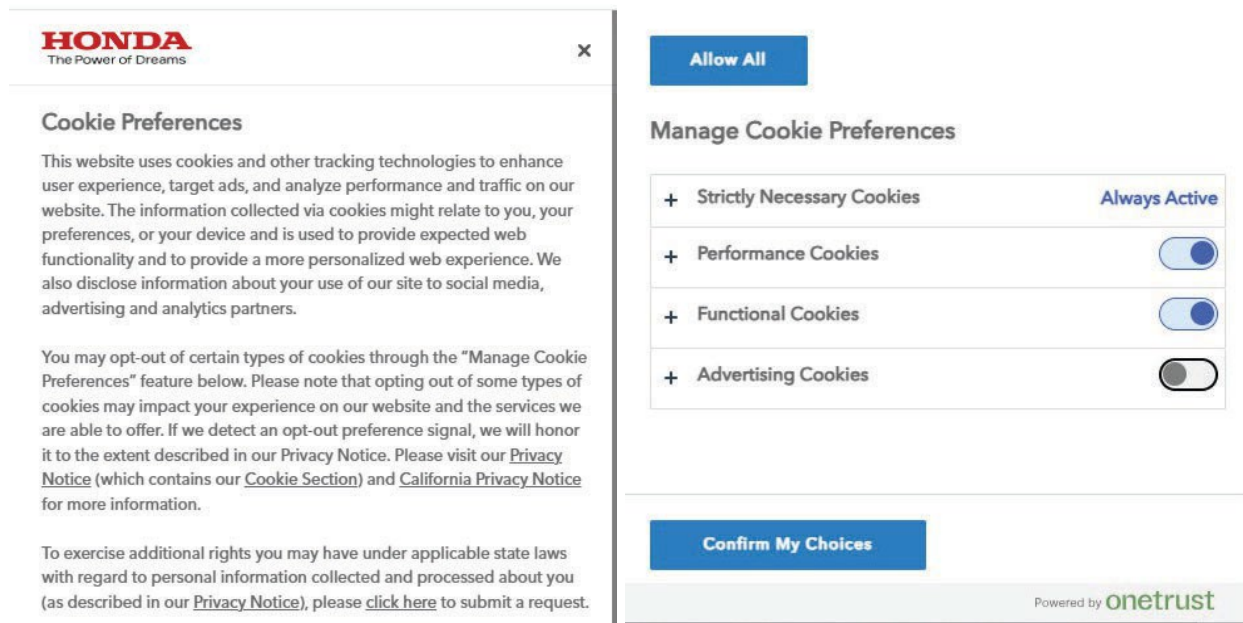


55. Honda tells Consumers that Advertising Cookies “may be used to build a profile of your interests and show you advertisements on other sites that we or these third parties believe would be relevant to you.”



56. To turn “off” or “disallow” the Advertising Cookies, Consumers must go through two steps. First, they must click on the toggle button to the right of Advertising Cookies, and second, they must click on the “Confirm My Choices” button.

57. If Consumers return to the cookie management tool after turning “off” the Advertising Cookies, an “Allow All” choice appears.



58. To opt back into Advertising Cookies, Consumers only need to take one step. By clicking on the “Allow All” button, the cookie management tool will accept the Consumer’s choice and the form will disappear.

59. Businesses must design and implement methods for submitting CCPA requests that are easy to understand, provide symmetry in choice, avoid language or interactive elements that are confusing to the Consumer, avoid choice architecture that impairs or interferes with the Consumer’s ability to make a choice, and are easy to execute. Cal. Code Regs. tit. 11, § 7004.

60. Symmetry in choice means that the path for a Consumer to exercise a more privacy-protection option cannot be longer or more difficult or time-consuming than the path to

exercise a less privacy-protective option because that would impair or interfere with the Consumer's ability to make a choice. *Id.* at § 7004(a)(2).

61. More specifically, a choice is not symmetrical when a business's process for submitting a Request to Opt-out of Sale/Sharing requires more steps than that business's process for a Consumer to opt-in to the sale of Personal Information after having opted out. *Id.* at § 7004(a)(2)(A).

62. A website banner that provides only two options when seeking Consumers' consent to use their Personal Information—such as “Accept All” and “More Information,” or “Accept All” and “Preferences”—is not equal or symmetrical. Such a method is not equal or symmetrical because it allows Consumers to “Accept All” in one step, but requires Consumers to take additional steps to exercise their rights over their Personal Information. An equal or symmetrical choice, by contrast, could be between “Accept All” and “Decline All.” *Id.* at § 7004(a)(2)(C).

63. Honda's use of the Advertising Cookies described in its cookie management tool constitutes the Sharing of Personal Information under the CCPA. Honda makes available Consumers' Personal Information to third parties for Cross-Context Behavioral Advertising for which Consumers have the right to opt-out. Accordingly, Honda's cookie management tool is a method through which Consumers can submit their Request to Opt-Out of Sale/Sharing.

64. Honda's cookie management tool is also a method by which Honda obtains consent for the use of Consumer's Personal Information for other purposes, *i.e.*, performance cookies and functional cookies.

65. Honda's cookie management tool fails to provide symmetrical choice when it comes to Consumers' ability to submit Requests to Opt-Out of Sale/Sharing and for obtaining Consumers' consent to use their Personal Information for the purposes stated in the cookie management tool. While Consumers can “Accept All” cookies with one click, opting out of the cookies requires at least two clicks.

#### **D. Contracts with Advertising Technology Vendors**

66. Honda Collects Personal Information about Consumers on its websites. Honda then Sells, Shares, or discloses that Personal Information to advertising technology companies.

67. These advertising companies, in turn, use this Personal Information to track Consumers across different websites for advertising and marketing purposes.

68. The CCPA requires businesses that Collect and disclose Personal Information to a third party, service provider, or a contractor, to enter into an agreement with that third party, service provider, or contractor that meets certain requirements. *See* Civ. Code § 1798.100(d); Cal. Code Regs. tit. 11, §§ 7051, 7053. Those agreements must contain explicit provisions that protect Consumers. For example, the agreements must identify the limited and specified purposes for which the Personal Information can be used and must limit the recipient's use of the Personal Information for only those purposes. *Id.* The agreements must also require the recipient

to comply with the CCPA and provide the same level of privacy protection as required of businesses by the CCPA, among other things. *Id.*

69. Despite Collecting, Selling, Sharing, and disclosing Personal Information with these advertising technology companies, Honda could not produce contracts with these advertising technology companies.

70. Honda's failure to implement these safeguards has unnecessarily placed Consumers' Personal Information at risk.

## **V. CONTINGENCY**

71. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency (Board). Honda understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by Honda or its counsel. By signing the Stipulated Final Order, Honda understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

## **VI. OTHER MATTERS**

72. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

73. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

74. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

## VII. ORDER

**IT IS HEREBY ORDERED** that:

### **A. Monetary Provision**

75. In accordance with Civil Code § 1798.199.55, Honda shall pay an administrative fine in the amount of six hundred and thirty-two thousand and five hundred dollars (\$632,500.00), of which \$382,500 accounts for Honda's conduct toward 119 Consumers who were required to provide more information than necessary to submit their Requests to Opt-out of Sale/Sharing and Requests to Limit, 20 Consumers who had their Requests to Opt-out of Sale/Sharing and Requests to Limit denied because Honda required the Consumer to Verify themselves before processing the request, and 14 Consumers who were required to confirm with Honda directly that they had given their Authorized Agents permission to submit their Request to Opt-out of Sale/Sharing and Request to Limit on their behalf. This payment shall be made to the California Privacy Protection Agency no later than thirty (30) days after the effective date of the Board's decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

### **B. Compliance with Law**

76. Honda shall comply with the following provisions of the CCPA and its implementing regulations: Civil Code sections 1798.100, 1798.120, 1798.121, and 1798.135, and California Code Regulations title 11, sections 7003, 7004, 7026, 7027, 7050-7053, and 7060-7063.

77. Honda shall modify its methods for submitting CCPA Requests in the following ways. These modifications shall apply to all of Honda's methods for submitting CCPA Requests, such as requests submitted by phone or online, unless otherwise specified.

- a. Honda shall only require Consumers making a Request to Opt-Out of Sale/Sharing and Request to Limit to provide information that is necessary to process the request.
- b. Honda shall not require Consumers to directly confirm with Honda that they have given their Authorized Agent permission to submit a Request to Opt-Out of Sale/Sharing or Request to Limit on their behalf.
- c. Honda shall change its method for submitting Requests to Opt-Out of Sale/Sharing and Requests to Limit by:
  1. For its Privacy Center and online methods for submitting CCPA Requests, separating the methods for submitting Requests to Opt-Out of Sale/Sharing and Requests to Limit from the methods for submitting Verifiable Consumer Requests.

2. Changing the process for Authorized Agents submitting CCPA Requests so that the Authorized Agents provide their contact information in addition to the Consumer's contact information.
3. Including the link to manage cookie preferences within its Privacy Center, Privacy Policy, and in the footer of its privacy policy webpages.
4. Within its cookie management platform, including a "Reject All" button to provide symmetry in choice with Honda's "Allow All" button in compliance with Cal. Code Regs. tit. 11, § 7004(a)(2).
5. Applying the Global Privacy Control to also apply to known Consumers in compliance with Cal. Code Regs., tit. 11, § 7025.

78. Honda shall complete implementation of any process and system changes to effectuate the modifications required by paragraph 77(a)-(c)(2) within 90 days of the effective date of this Stipulated Final Order and paragraphs 77(c)(3)-(5) within 180 days of the effective date of this Stipulated Final Order.

79. Honda shall consult a user experience (UX) designer, who may be an independent consultant or Honda employee, to evaluate its methods for submitting CCPA Requests and to make recommendations on how to ensure that methods for submitting CCPA Requests are easy to use and avoid language and interactive elements that are confusing to a reasonable Consumer. The UX designer shall evaluate these methods, including identifying target user groups and performing testing activities, such as A/B testing, to assess user behavior. Within 180 days of the effective date of the Stipulated Final Order, Honda shall certify to the California Privacy Protection Agency's Enforcement Division ("Enforcement Division") that it received recommendations from the UX designer and shall inform the Enforcement Division of the timing within which Honda will make any changes based upon such recommendations.

80. Honda shall ensure that all personnel handling CCPA Requests are informed of all requirements under the CCPA and its implementing regulations relevant to their job functions in connection with CCPA Requests. Within 90 days of the effective date of the Stipulated Final Order, Honda shall confirm in writing to the Enforcement Division that it has provided updated CCPA training to all personnel handling CCPA Requests.

81. Honda shall modify its contract management and tracking process to ensure that all required contractual terms are in place with all external recipients of Personal Information. Within 180 days of the effective date of the Stipulated Final Order, Honda shall confirm in writing to the Enforcement Division that all required contractual terms are in place with all external recipients of Personal Information.

82. For a period of five (5) years, and as required by the CCPA thereafter, Honda shall annually post the metrics described in Cal. Code Regs. tit. 11, § 7102 on its website.

83. Each party shall bear its own attorneys' fees and costs.

## VIII. ADDITIONAL GENERAL PROVISIONS

84. By entry of this Stipulated Final Order and following Honda's compliance with all the terms set forth in paragraphs 75-83, the Agency releases Honda from and against all claims the Agency has under the CCPA arising from the conduct set forth in the factual findings of this Stipulated Final Order.

85. Nothing in this Stipulated Final Order shall be construed as relieving Honda of its obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

86. Honda shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

87. Honda agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

88. Honda admits the truth of the factual findings in paragraphs 23-28 of this Stipulated Final Order, but otherwise neither admits nor denies the remaining factual findings in this Stipulated Final Order. Honda does not admit liability for any violation of the CCPA, actual or alleged. Honda agrees to be bound by the terms of this Stipulated Final Order.

89. Honda hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Honda effectively consents to this Stipulated Final Order becoming final.

90. This Stipulated Final Order shall bind Honda's subsidiaries, heirs, administrators, executors, successors, and transferees.

91. Notwithstanding paragraph 83, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorney fees and costs in its favor and against Honda for the time spent and costs incurred in prosecuting such action.

92. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court.

93. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division  
California Privacy Protection Agency  
400 R Street, Suite 350  
Sacramento, CA 95811  
[ENF-processing@coppa.ca.gov](mailto:ENF-processing@coppa.ca.gov)

To the Respondent:

American Honda Motor Co., Inc.  
Attn: Privacy Counsel  
1919 Torrance Blvd.  
Torrance, CA 90501-2746  
Mail Stop: 300-2-1D

cc: AHM\_ConsumerPrivacyDepartment@na.honda.com

94. Each person who signs this Stipulated Final Order in a representative capacity warrants that he or she is duly authorized to do so. Further, each party itself (a) acknowledges that such party has been advised by competent legal counsel in connection with the execution of this Stipulated Final Order, has read each and every paragraph of this Stipulated Final Order, and understands the respective rights and obligations set forth herein, and (b) represents that the commitments, acknowledgment, representations, and promises set forth herein are freely and willingly undertaken and given.

95. Honda represents that this Stipulated Final Order is freely and voluntarily entered without any degree of duress or compulsion whatsoever.

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**IX. SIGNATURES**

RESPONDENT  
AMERICAN HONDA MOTOR CO., INC.

DATED: February 12, 2025

BY:



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Alice Lee  
Vice President  
Product Regulatory Office  
AMERICAN HONDA MOTOR CO., INC.

AS TO FORM AND CONTENT:



Michele A. Shuster (OH Bar # 0062500)  
Mac Murray & Shuster LLP  
*Attorneys for Respondent*

COMPLAINANT  
THE CALIFORNIA PRIVACY PROTECTION AGENCY  
ENFORCEMENT DIVISION

DATED: February 13, 2025

BY:



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MICHAEL S. MACKO  
Deputy Director of Enforcement



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LAURA KEHOE HOFFMAN  
Assistant Chief Counsel



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LISA B. KIM  
Attorney, Enforcement Division  
*Attorneys for Complainant*