

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation

Case No. 2:15-md-2661

Judge Michael H. Watson
Chief Magistrate Judge Deavers

This document relates to: ALL CASES

**PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

Plaintiffs Michael Stanley, Robert Fennes, Emily Vellano, Julia Hsi, Thomas Prychitko, Robert Nonni, Bakh Inamov, Michelle and Robert Bergendahl, Amy Bertram, and Aleksandr Kogan have reached a proposed class action settlement with Defendant American Honda Motor Co., Inc. They now move this Court for an order: (i) preliminarily approving the proposed Settlement (all capitalized terms in these moving papers shall be defined as set forth in the parties' Settlement Agreement unless otherwise stated), which is attached as Exhibit 1 to the accompanying declaration of Eric H. Gibbs (the "Gibbs Decl."); (ii) certifying the proposed Settlement Class pursuant to Fed. R. Civ. P. 23(b)(2); (iii) appointing Class Counsel for the Settlement Class; (iv) appointing Honda as Settlement Administrator to perform required duties under the Settlement; (v) directing that the Settlement Class be notified of the proposed Settlement, pursuant to Fed. R. Civ. P. 23(c)(2)(A) and 23(e)(1), in the form and manner proposed by the parties; and (vi) scheduling a final fairness hearing, at which the Court will consider whether the Settlement should be finally approved and will consider Plaintiffs' counsel's application for an award of attorneys' fees and reimbursement of litigation expenses.

Respectfully submitted,

/s/ Eric. H. Gibbs

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MEMORANDUM IN SUPPORT

I. INTRODUCTION

This litigation began after hundreds of 2015 Honda CR-V owners publicly complained that their vehicles were vibrating excessively. Although the vibration typically manifested soon after purchase, some nine months after the Class Vehicles hit the market, Honda had still not implemented a remedy for the problem. Accordingly, Plaintiffs sent Honda a pre-lawsuit demand letter and filed lawsuits across several states—each requesting that Honda acknowledge the vibration and offer free repairs under warranty. After several lawsuits had been filed, but before the Judicial Panel for Multidistrict Litigation concluded that the lawsuits should be centralized before this Court, Honda began issuing repair bulletins, setting forth repairs to address the vibration. At that time, some 2015 CR-V owners were able to obtain the repairs, but Honda did not publicize the repairs to the degree Plaintiffs believed appropriate. As a result, Plaintiffs’ allege many CR-V owners and lessees—including those who had previously been told that repairs were unavailable—continued to experience the vibration. Some dealerships mistakenly continued to turn owners away, believing no repair solution existed. Such events created confusion as to whether repairs existed, and whether they would be covered by warranty.

Plaintiffs are pleased to report that the parties have reached a settlement requiring Honda to make information more publicly available to CR-V owners and lessees regarding the vibration issue and informing them that repairs are available to address the issue if experienced and that Honda’s limited powertrain and limited emissions warranties cover different aspects of the repairs for periods longer than the basic manufacturer’s warranty. Honda will be required to (i) send letters to any 2015 Honda CR-V owners and lessees who have complained about the vibration (whether to Honda or to Plaintiffs’ counsel) and have not received available repairs; (ii)

include a prominent post on the Honda CR-V Owner Link website for one year setting forth the repair options available; (iii) pay for optimized web search results for 180 days to direct 2015 CR-V owners and lessees to that website; and (iv) send four quarterly bulletins to Authorized Honda Dealers reminding them about the availability of the free warranty repairs. Honda's repairs have proven effective for the vast majority of 2015 CR-V owners and lessees, but because the parties are settling on behalf of a Fed. R. Civ. P. 23 (b)(2) Settlement Class—with no release of monetary claims—those with unique situations will remain free to seek individualized monetary relief. To that end, Honda will also inform 2015 Honda CR-V owners and lessees through the Customer Outreach Program that they can participate in a streamlined dispute resolution process free of charge if they remain dissatisfied after receiving the appropriate repairs.

Plaintiffs believe the parties' settlement to be in the best interests of 2015 CR-V owners and lessees as a class because it will help them obtain any needed repairs, will help them understand and enforce their warranty rights, and will avoid the risks and delay associated with further litigation. Accordingly, Plaintiffs ask that the Court preliminarily approve the settlement and enter the accompanying Proposed Order, which will allow the parties to begin notifying Settlement Class Members of the settlement, provide an opportunity for any objections, and set a schedule for final settlement approval.

II. BACKGROUND

A. Plaintiffs' Allegations About The 2015 Honda CR-V Vibration

Honda introduced the 2015 CR-V in October 2014. (Second Consolidated Amended Complaint [ECF No. 29] ("2AC"), ¶ 42.) Soon thereafter, some drivers began complaining about the vibration. (*Id.*, ¶ 40.) Not all 2015 CR-V owners and lessees experienced the issue, and those who did reported differing levels of severity and varying types of vibration: some

reported vibrations while idling, others while accelerating, and others while driving at highway speeds. (*Id.*) But while the issue may not have been universal, it was a rather vexing one for those whose 2015 CR-Vs kept shaking. Hundreds went so far as to lodge formal complaints with the National Highway Traffic Safety Administration (NHTSA), with several commenting that the vibrations were so bad they caused nausea, migraines, and back pain. (*Id.*; Gibbs Decl., ¶ 18.)

Many consumers noticed the vibrations immediately, either as they drove home from the dealership or the next day. (2AC, ¶ 40.) But for over a year after Honda released its 2015 CR-V, no repairs were available that could solve the problem. Some consumers report they were told that the vibrations were normal, that the vehicle just needed to be broken in, and that a fix was neither needed nor available. (*Id.*, ¶¶ 40, 45.) Even after one Plaintiff served Honda with a pre-lawsuit demand letter formally requesting that Honda publicly acknowledge the vibration issue and offer consumers a remedy, Honda declined to take action in response to the letter. (Gibbs Decl., Exs. 2-3; JPML Order [ECF No. 1].) Instead, in reaction to the demand letter Honda represented that “there was no defect present,” that the vibration “has no adverse effect on the drivability or safety of the vehicle,” and that therefore “no consideration can be made at this time.” (Gibbs Decl., Ex. 3.)

B. Honda’s Fix for Vibration Issues

In August 2015, Honda issued a repair bulletin to dealers identifying the vibration issues and instructing dealerships on what repairs to perform for vehicles that were vibrating when driving at high speeds. While Honda had been working for some time to develop countermeasures for vibrations that were caused by the other two modes, it did not have a countermeasure developed at the time the first repair bulletin was issued. Then, in November 2015, shortly after Plaintiffs’ lawsuits were centralized before this Court for pre-trial

proceedings, Honda released an updated, comprehensive repair bulletin that instructed dealers about all available repairs to address the vibration, including for those vehicles experiencing the vibration at idle. Under Technical Service Bulletin 15-046, Honda detailed three sets of repairs depending on the engine and vehicle speed at which a particular CR-V was vibrating. (2AC, ¶¶ 48-50.) The bulletin told dealers providing the repairs that Honda’s “normal warranty applies.” (Gibbs Decl., ¶ 7.) This was a welcome development, from Plaintiff’s perspective. But the problem remained that 2015 CR-V customers, particularly those that visited a dealer before the TSB was issued, might not have learned about the remedies that were developed and available to address the vibration issue. (2AC, ¶¶ 5, 53-55.) Plaintiffs had asked that Honda notify CR-V owners and lessees of the vibration problem and offer them a free fix, but Honda chose instead to provide the bulletin only to dealers and service technicians. (*Id.*, ¶¶ 48, 54.) Apart from unpublicized YouTube videos, Plaintiffs believe Honda made no effort to notify drivers about its change in warranty policy and the availability of free repairs. (*Id.*, ¶¶ 45-46.) Accordingly, many drivers—including those who were previously told by Honda dealers that nothing would be done about their vibrations—continued to needlessly drive around in vibrating vehicles. (*Id.*, ¶¶ 54-55.) To this day, 2015 CR-V owners and lessees continue to lodge complaints with the NHTSA and contact Plaintiffs’ counsel about the vibration—unaware that a free fix is available. (Gibbs Decl., ¶¶ 8, 18.)

C. Litigation and Settlement

Plaintiffs’ Second Consolidated Amended Complaint alleges that by failing to adequately inform consumers that the 2015 CR-V is prone to excessive vibration, or that its warranty policy provides free repairs, Honda violated the Magnuson-Moss Warranty Act, fourteen states’ consumer protection laws, and California’s secret warranty law. (2AC, ¶¶ 142-320.) In particular, Plaintiffs acknowledged that Honda had recently begun offering free repairs, but

alleged “Honda has not publicized the availability of these repairs” and “the many drivers who were previously turned down by dealerships for warranty coverage [were] not told to now return for warranty-covered repairs.” (*Id.*, ¶ 5.) Plaintiffs sought “to enjoin Honda from continuing to conceal the problem and the availability of repairs from consumers, and to obtain damages, restitution, and all other available relief.” (*Id.*, ¶ 6.)

Before filing their Second Consolidated Amended Complaint on March 3, 2016, Plaintiffs sent Honda a pre-amendment letter formally requesting that Honda notify all Honda CR-V owners that repairs had become available to remedy the vibration, and that the repairs would be provided at no charge under warranty. (Gibbs Decl., Ex. 4.) Honda declined and moved to dismiss Plaintiffs’ complaint on several grounds. (ECF No. 35.) Among other things, it argued that disclosing the existence of free repairs on YouTube was sufficient and that its recent alert to dealers that they could provide free repairs did not constitute a secret warranty requiring notice. (*Id.* at 3-5, 20.) Honda also moved to compel several Plaintiffs to arbitrate their claims on an individual basis, rather than pursue judicial relief on a class-wide basis. (ECF No. 50.)

The parties explored the possibility of settlement while Honda’s motions remained pending. After several months of discovery and preliminary settlement talks, the parties participated in two days of formal mediation with Frank A. Ray on March 7 and March 8, 2017. (Gibbs Decl., ¶ 12.) With Mr. Ray’s assistance, the parties reached an agreement in principle, which they have since memorialized in the Settlement Agreement now before the Court.¹

¹ Eleven of the seventeen Plaintiffs in this litigation fully approve the settlement and wish to participate (they are Plaintiffs Michael Stanley, Robert Fennes, Emily Vellano, Julia Hsi, Thomas Prychitko, Robert Nonni, Bakh Inamov, Michelle and Robert Bergendahl, Amy Bertram, and Aleksandr Kogan). The six Plaintiffs who are represented by the Chicago lawyers not selected by this Court to serve as lead counsel have all uniformly declined to sign on to the agreement (they are Melissa Cushing, Patricia Flanigan, John Maticcik, Richard Beaulieu, Vivian Romaya, and David Maxim).

III. OVERVIEW OF THE SETTLEMENT

A. The Settlement Class

If approved by the Court, the proposed Settlement would provide injunctive relief to the following Settlement Class, which the parties propose be certified pursuant to Fed. R. Civ. P. 23(b)(2):

All persons or entities who own or lease any Settlement Class Vehicle in the United States, including its territories and Puerto Rico.

Excluded from the Settlement Class are Honda, any entity that is a subsidiary of or is controlled by Honda anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge's staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

(Gibbs Decl., Ex. 1 (“Settlement”), ¶ 3.)

B. Injunctive Relief Requiring Honda To Publicize Free Repairs

To resolve the pending lawsuit, Honda consents to an injunction requiring it to apprise Settlement Class Members—through a comprehensive Customer Outreach Program—that 2015 CR-Vs may experience vibrations, that repairs are available to remedy those vibrations, and that the repairs will be covered by Honda's limited powertrain and limited emissions warranties.

(Settlement, ¶¶ 4.1-4.2, Ex. 1-D (Injunctive Relief Order).) This Customer Outreach Program would begin within 45 days of preliminary approval and include:

1. A prominent posting on Honda's Owner Link website for one year, (*id.*, ¶ 4.3.1, Ex. 1-G);
2. Web optimizations for one year to ensure that relevant Google searches list the Honda Owner Link website on the first page of results, (*id.*, ¶ 4.3.2);
3. Quarterly messages to Authorized Honda Dealers, for one year, reminding them about the vibration and the available repairs and warranty coverage, (*id.*, ¶ 4.3.5, Ex. 1-I);
4. Emails to those who complained to Honda about 2015 CR-V vibration but who have not received all available repairs, (*id.*, ¶ 4.3.3, Ex. 1-J); and

5. Emails to all individuals who contacted Class Counsel regarding 2015 CR-V vibration, but who have not received all available repairs (*id.*, ¶ 4.3.4, Ex. 1-K).

In each of the above notices, Honda will convey that: (i) some 2015 CR-V drivers experienced vibration at the engine speeds listed in the Service Bulletin; (ii) repairs are available for the vibration; (iii) repairs are being provided free of charge under applicable warranties (along with the length of those warranties); and (iv) Settlement Class Members may take advantage of a streamlined informal dispute resolution process with Honda free of charge, if they remain dissatisfied after the repairs. (Settlement, ¶ 4.3.)

C. Limited Class-Wide Release

In exchange for Honda's agreement to engage in the comprehensive Customer Outreach Campaign outlined above, the Settlement Class will release only their injunctive relief and declaratory relief claims arising from Honda's alleged failure to provide sufficient notice of the existence and availability of the vibration repairs set forth in TSB 15-046. (Settlement, ¶¶ 1.22(4), 2.25, 8.4, 8.6.) Only the individual Plaintiffs will release claims for monetary relief. (*Id.*, ¶¶ 1.22(3), 2.20, 8.3, 8.5.) In exchange for that release, Honda has agreed to provide payments to Plaintiffs in the amount of \$2,500 each. (*Id.*, ¶ 2.14.)

D. Notice Program

The parties have prepared a long-form Notice of the Settlement to be made available to Settlement Class Members to provide information about the litigation, the Settlement, and their rights. (Settlement, Ex. 1-H.) Within forty-five days after preliminary approval, Honda will establish a Settlement Website that contains the preliminary approval order, the Notice, the Settlement Agreement, and other relevant information regarding the litigation. (*Id.*, ¶ 7.2.) The Settlement contemplates that traffic will be driven to the Settlement Website in a variety of ways. The Honda's Owner Link website and emails to Settlement Class Members will note the

existence of the litigation and the Settlement, as well as the web address for the Settlement Website and the toll-free number Honda will maintain so Settlement Class Members can call with questions and receive answers in both English and Spanish. (*Id.*, ¶¶ 7.3-7.4.) Honda will also purchase keyword and phrase sponsorship related to the litigation on popular internet search engines for a 180-day period so that Settlement Class Members who use those search terms will be directed to the settlement website. (*Id.*, ¶ 7.2.1.)

E. Attorneys' Fees and Litigation Expenses

After reaching an agreement in principle as to the scope of class-wide relief and the corresponding release, the parties have engaged in negotiations to resolve Plaintiffs' counsel's award of attorneys' fees and reimbursement of litigation expenses. (Gibbs Decl., ¶ 20.) The parties thus far have not been able to agree to terms on fees and costs. (*Id.*) Plaintiffs intend to resume negotiations following preliminary approval and hope the parties will be able to present a compromise fee and costs application for Court approval. In the event that no agreement is reached in that respect, Plaintiffs' counsel will file their fee application in advance of the Settlement Class Member objection deadline, to be considered at or around the same time as the final settlement approval motion. (*Id.*)

IV. ARGUMENT

A. The Settlement Class Should Be Certified Under Fed. R. Civ. P. 23(b)(2)

When presented with a class settlement prior to a decision on class certification, the Court must ensure that the proposed settlement class satisfies the requirements of Fed. R. Civ. P. 23(a) and one of the subsections of Fed. R. Civ. P. 23(b). *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 625 (6th Cir. 2007). Here, the parties' proposed Settlement Class may properly be certified under Fed. R. Civ. P. 23(a) and 23(b)(2).

1. The Settlement Class Satisfies Fed. R. Civ. P. 23(a)

The prerequisites for class certification under Fed. R. Civ. P. 23(a) are (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation, each of which is satisfied here. Fed. R. Civ. P. 23(a); *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 850 (6th Cir. 2013).

a) Numerosity

The Settlement Class encompasses approximately 340,000 vehicles, (Gibbs Decl., ¶ 13, Ex. 5), and so it readily satisfies the requirement that “joinder of all members [be] impracticable.” Fed. R. Civ. P. 23(a)(1); *In re Whirlpool Corp.*, 722 F.3d at 852 (“While no strict numerical test exists to define numerosity under Rule 23(a)(1), ‘substantial’ numbers of affected consumers are sufficient to satisfy this requirement.”).

b) Commonality

The Settlement Class also meets the commonality requirement because Settlement Class Members’ legal claims against Honda share questions of law and fact. Fed. R. Civ. P. 23(a)(2). Consumer class actions alleging a widespread defect typically raise common issues, and this case is no exception. *See, e.g., In re Whirlpool Corp.*, 722 F.3d at 853 (common question whether alleged design defect in washing machines caused mildew); *Daffin v. Ford Motor Co.*, 458 F.3d 549, 554 (6th Cir. 2006) (common questions included whether vehicles prone to accelerator sticking were defective and whether written warranties covered the issue). Among the questions Settlement Class Members’ claims have in common are: (i) whether the 2015 CR-V is prone to vibration; (ii) whether Honda knew or should have known about the vibration; (iii) whether the vibration is material, such that Honda has a legal duty to disclose it; and (iv) whether Honda sufficiently notified 2015 CR-V owners about the availability of repairs that would be covered under warranty.

c) Typicality

Typicality requires that “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3). The typicality requirement is similar to the commonality requirement and is generally met when the named plaintiffs’ and class members’ claims arise from the same course of conduct or are based on the same legal or remedial theory. *Rikos v. Procter & Gamble Co.*, 799 F.3d 497, 509 (6th Cir. 2015), *cert. denied*, 136 S. Ct. 1493 (2016). Here, Plaintiffs and Settlement Class Members each have claims that arise from Honda’s sale of 2015 CR-Vs alleged to be prone to vibration and from its failure to disclose that vibration at the time of sale. The fact that the vibration manifests for some CR-V owners but not for others does not affect the typicality analysis. *In re Whirlpool Corp.*, 722 F.3d at 857. Because Plaintiffs are pursuing legal theories and remedies that apply to all owners and lessees of Class Vehicles—who have a right to receive notice of material facts concerning their vehicle—Plaintiffs’ claims are sufficiently aligned with those of the class.

d) Adequacy

Class representatives are adequate when it “‘appear[s] that [they] will vigorously prosecute the interests of the class through qualified counsel,’ which usually will be the case if the representatives are ‘part of the class and possess the same interest and suffer the same injury as the class members.’” *Int’l Union*, 497 F.3d at 626 (quoting *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976)). Here, Plaintiffs are members of the proposed Settlement Class, they have the same interests and suffered the same injury as other CR-V owners and lessees, and they have vigorously pursued the class’s interests through Court-appointed counsel for over two years. Likewise, they are represented by Court-appointed counsel who vigorously advanced their interests and whom this Court has previously found to be well qualified to represent them in this multidistrict litigation. (CMO No. 2 [ECF No. 15]; Gibbs Decl., ¶ 19.)

2. The Settlement Class Satisfies Fed. R. Civ. P. 23(b)(2)

In addition to meeting the requirements of Fed. R. Civ. P. 23(a), Plaintiffs also satisfy Fed. R. Civ. P. 23(b)(2), which authorizes class certification where a defendant “has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” As alleged in Plaintiffs’ Second Consolidated Amended Complaint, and discussed in some detail above, Honda’s alleged failure to adequately inform customers about vibration concerns and available remedies applies generally to the Settlement Class. The Injunctive Relief Order contemplated by the parties’ Settlement directly addresses that omission for the class as a whole, making class certification under Fed. R. Civ. P. 23(b)(2) appropriate.

B. The Settlement Should Be Preliminarily Approved

Before the Settlement can be approved, the Settlement Class Members who will be bound by its terms must be notified and given an opportunity to object. Fed. R. Civ. P. 23(e). This notification process takes time and can be costly, so it has become customary for courts to conduct a preliminary fairness review before the parties embark on the lengthy and expensive process of notifying class members of the settlement. *See* Newberg on Class Actions § 13:10 (5th ed.); *In re Broadwing, Inc. ERISA Litig.*, 252 F.R.D. 369, 372 (S.D. Ohio 2006). If the Court has any concerns about the proposed settlement that may lead it not to grant final approval, the preliminary approval process provides the Court with an opportunity to raise those concerns immediately. The parties can then either address those concerns before notice is disseminated or return to litigation without further delay.

In assessing whether a proposed class settlement is fair, adequate, and reasonable, the following factors are typically considered:

1. Plaintiffs' likelihood of ultimate success on the merits balanced against the amount and form of relief offered in settlement;
2. The complexity, expense, and likely duration of the litigation;
3. The stage of the proceedings and the amount of discovery completed;
4. The judgment of experienced trial counsel;
5. The nature of the negotiations;
6. The objections raised by the class members; and
7. The public interest.

In re Broadwing, 252 F.R.D. at 372; *Int'l Union*, 497 F.3d at 625. The extent and substance of any objections raised by Settlement Class Members cannot be evaluated until notice has been disseminated, but in Plaintiffs' view, the remaining factors confirm the settlement as advantageous to the class and worthy of judicial approval.

1. Likelihood of Success Balanced Against the Relief Offered by the Proposed Settlement

a) Likelihood of Ultimate Success on the Merits

When the litigation started in 2015, Plaintiffs' claims for injunctive relief were reasonably strong. Plaintiffs sought an order requiring Honda to acknowledge vibration problems in the 2015 Honda CR-V, notify owners of the issue, and provide free repairs under warranty. They had amassed a large number of consumer complaints, suggesting that the vibrations Plaintiffs had experienced were not isolated incidents, but rather the result of a known issue that Honda had failed to disclose. They could make strong arguments that Honda had a legal obligation to disclose that type of material fact under state consumer protection laws. And they could mount a convincing case that Honda was obliged to correct the resulting vibrations free of charge under its written warranties.

After Honda developed countermeasures and began to provide 2015 CR-V owners with free repairs, Plaintiffs' case for injunctive relief changed, but Plaintiffs still believe their demands for injunctive relief are likely to succeed. Plaintiffs can still show that many 2015 CR-V owners and lessees remain unaware that free repairs are available to correct their vibration problems—often because Honda dealership previously told them that their vibrations were normal or that no solution was available. An order requiring Honda to issue a more extensive disclosure is thus still necessary to correct the consequences of its alleged prior violation of state consumer protection and warranty laws. Potential pitfalls exist—including variations in state laws, arbitration provisions in some consumers' sales contracts, and other issues raised in Honda's pending motions. But the main problem, from Plaintiffs' point of view, is that despite the passage of time, many Honda owners are not aware that countermeasures exist to address vibration issues they may be experiencing. The 2015 CR-V owners and lessees need to know that free repairs are available now—not several years down the road at the possible conclusion of this litigation.

Plaintiffs' claims for monetary relief, on the other hand, are less certain. Honda dealers did not charge for vibration repairs. Customers either were denied a repair altogether (at the outset of the case) or were provided free repairs under warranty (starting in late 2015). So Settlement Class Members generally do not have out-of-pocket damages that could be recovered at the conclusion of the case. Plaintiffs could attempt to recover damages by arguing that all CR-V owners are entitled to point-of-sale damages—*i.e.*, the difference in market value between the non-defective 2015 CR-Vs they were promised and the 2015 CR-Vs they actually received. Proving point-of-sale damages on a class-wide basis could be challenging here, given that Honda will likely argue that: (i) many 2015 CR-V owners appear not to have experienced any vibration

(and this is not a safety defect case, such that the possibility of future manifestation poses lingering concern); (ii) those that did suffer from vibrations reported several different types, which varied in frequency and magnitude; (iii) Honda began offering free repairs early in the vehicles' lifespan; and (iv) based upon information exchanged between the parties, those repairs have proven effective in the vast majority of cases. (Gibbs Decl., ¶¶ 7, 17.) Under these circumstances, it could be challenging to prove that all Settlement Class Members received vehicles of diminished market value. And it would be challenging to identify and compensate only those 2015 CR-V owners who continue to experience excessive vibration; filtering out those 2015 CR-Vs that may be worth less as a result of persistent vibrations from those that are performing as warranted could require individualized proof—undermining the efficiencies that otherwise might be gained from class treatment.

b) The Relief Offered in Settlement

The proposed settlement would resolve Plaintiffs' relatively strong injunctive relief claims, and do so at a time when the Customer Outreach Program will be useful to Settlement Class Members. Honda will be required to disclose the availability of free vibration repairs in a variety of different ways: (i) a prominent post on the Honda CR-V Owner Link website, with optimized web search results, (ii) quarterly messages to Authorized Honda Dealers, and (iii) emails to the 2015 CR-V owners who have complained. (Settlement, ¶¶ 4.3.1-4.3.5.) This form of relief is well-calibrated to reach the 2015 CR-V owners who can benefit from information about the repairs and their warranty rights, and will in effect give Plaintiffs much—if not all—of the injunctive relief they could have received following trial.

At the same time, the Settlement will not compromise individual 2015 CR-V owners' monetary claims. Most Settlement Class Members never had a vibration problem, have already received a free repair after the litigation commenced, or will receive a free repair as a result of

the proposed settlement. But those who wish to pursue monetary damages resulting from unique circumstances will remain free to do so. In fact, the settlement will make sure that those 2015 CR-V owners know how they can pursue monetary damages. Honda will be required to inform Settlement Class Members that, to the extent they remain dissatisfied with vibration in their 2015 CR-Vs, they may take advantage of the streamlined dispute resolution process available to them by mediating or arbitrating their individual claims with Honda free of charge. (Settlement, ¶ 4.3.)

2. Complexity, Expense, and Likely Duration of the Litigation

Most class actions are inherently complex, and this case is no exception. Plaintiffs' Second Consolidated Amendment Complaint includes twenty-one claims under nine states' laws and involved technical subject matter that would have required extensive expert testimony to resolve. Honda had already raised standing and arbitration issues at the pleading stage and would undoubtedly have raised even more as the litigation progressed to the class certification stage and beyond. At each stage, the Settlement Class's claims would encounter added risk, the costs of litigation would continue to rise, and more and more time would pass—all while Settlement Class Members needlessly continue to drive vehicles suffering from correctible vibrations. By settling now, 2015 CR-V owners will receive the repairs they need sooner rather than later, and both the risk and cost associated with further litigation can be avoided. *See In re Nationwide Fin. Servs. Litig.*, No. 2:08-CV-00249, 2009 WL 8747486, at *4 (S.D. Ohio Aug. 19, 2009) (“[A]voiding the delay, risks, and costs of continued litigation against a defendant is a valid reason for counsel to recommend and for the court to approve a settlement.”).

3. Stage of Proceedings and Discovery Completed

To ensure that Plaintiffs had sufficient information to evaluate their case and to assess the adequacy of the proposed settlement, courts also consider the stage of the proceedings and the

discovery completed. *In re Broadwing*, 252 F.R.D. at 374. Here, the parties engaged in highly focused and critical formal and informal discovery, which included extensive empirical data, before settling. Plaintiffs heard from hundreds of Settlement Class Members about their CR-V problems, reviewed Honda's internal data and documents, and consulted with experts and consultants retained by both sides. (Gibbs Decl., ¶¶ 10, 17, 18.) The detail provided in the Second Consolidated Amended Complaint and the extensive briefing on Honda's motions to dismiss and to compel arbitration demonstrate Plaintiffs had a clear view of the strengths and weaknesses of their case and were well positioned to negotiate the Settlement before the Court.

4. Judgment of Experienced Trial Counsel

Proposed Class Counsel have extensive experience handling consumer class action litigation, as the Court noted in its order appointing them to represent CR-V owners. (CMO No. 2 [ECF No. 15] at 4, 7.) Based on that experience—as well as their knowledge of the strengths and weaknesses of the case, their consultations with experts and Settlement Class Members alike, and their analysis of Honda's internal records—Class Counsel believe the proposed settlement to be in the best interests of the class and urge the Court to approve it.

5. Nature of the Negotiations

While the Court should give significant weight to the recommendation of experienced class counsel, it also should ensure that the recommended settlement is a non-collusive one reached through arm's-length negotiations. *In re Broadwing*, 252 F.R.D. at 375. Here, there should be little doubt that the parties' settlement was reached in good faith. The parties vigorously litigated a motion to dismiss, motion to compel arbitration, and preliminary discovery matters before exploring settlement options at the Court's suggestion. They engaged in substantial formal and informal discovery to aid in those discussions and reached agreement

through arm's-length negotiations² presided over by professional mediator Frank A. Ray. (Gibbs Decl., ¶¶ 10-12.)

6. Objections Raised by Settlement Class Members

Settlement Class Members have yet to be given an opportunity to raise objections to the settlement, so this factor cannot be evaluated at this time. Prior to a hearing on final approval, Plaintiffs will provide the Court with any objections they receive from the class, along with their considered response to those objections.

7. Public Interest

“Public policy generally favors settlement of class action lawsuits.” *Stinson v. Delta Mgmt. Assocs.*, 302 F.R.D. 160, 165 (S.D. Ohio 2014). The proposed settlement in this lawsuit would further that general policy of resolving complex litigation and conserving judicial resources. But it also carries a number of other public benefits: it benefits 2015 CR-V owners by providing them with robust information about the availability of free repairs sooner rather than later and the public at large by encouraging compliance with consumer protection and warranty laws.

C. The Court Should Order Dissemination of Class Notice as Proposed by the Parties

1. The Settlement Provides for a Reasonable Manner of Notice to the Settlement Class

The Federal Rules require that before finally approving a class settlement, “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e). Because the Settlement Class is not being certified pursuant to

² In addition, the parties reached agreement on the nature of the relief to be provided to the Settlement Class before they discussed the question of attorneys’ fees and expense reimbursements. To date, the parties have reached no agreement on fees or costs.

Fed. R. Civ. P. 23(b)(3), however, the notice need not be disseminated through individual notice.” *Compare* Fed. R. Civ. P. 23(c)(2)(B); *with* Fed. R. Civ. P. 23(c)(2)(A).

Here, the parties agreed on a reasonable notice plan. (*See generally* Settlement, §§ 4, 7.) Honda will serve as Settlement Administrator. (*Id.*, ¶ 2.27.) Communications under the Customer Outreach Program will reference the existence of this litigation, the Settlement, the Settlement Website, and the toll-free phone number. (*Id.*, ¶ 7.4.) The toll-free phone number will allow Settlement Class Members to receive information in both English and Spanish. (*Id.*, ¶ 7.3.) Honda will drive traffic to the notice posted on its Owner Link Website and on the Settlement Website by optimizing web searches for 2015 CR-V vibration to make the websites appear on the first page of Google search results. (*Id.*, ¶ 4.3.2.) A long-form notice of the settlement and other case documents will also be available to Settlement Class Members on the Settlement Website, with Honda paying to direct traffic to that website through the purchase of keyword and phrase sponsorship related to the litigation on popular internet search engines. (*Id.*, ¶¶ 7.2, 7.2.1.) This combination of notice efforts is a well-designed method for alerting Settlement Class Members to the existence of the settlement, and Plaintiffs accordingly ask that the Court approve the proposed forms of notice.

2. Notice of the Settlement Will Be Provided to Appropriate Federal and State Officials

Notice of the proposed settlement will also be provided to the U.S. Attorney General and appropriate regulatory officials in all 50 states, as required by the Class Action Fairness Act, 28 U.S.C. § 1715. (Settlement, ¶ 7.1.) Honda will provide these government officials with copies of all required materials so that the states and federal government may make an independent evaluation of the settlement and bring any concerns to the Court’s attention prior to final approval.

D. The Court Should Set a Schedule for Final Approval

The next steps in the settlement approval process are to schedule a final approval hearing, notify the class of the settlement and hearing, allow Settlement Class Members an opportunity to file any objections or comments regarding the settlement, and allow the parties to conduct appropriate objector discovery.

Toward these ends, the parties have provided the Court with a proposed order that provides for the following schedule:

- Honda shall establish the Settlement Website and commence implementation of the Customer Outreach Program within **45 days** after entry of a preliminary approval order, except to the extent other deadlines are provided in the Settlement Agreement.
- Honda shall file an affidavit attesting that notice was disseminated and promulgated as ordered no later than **60 days** after entry of the Order.
- The parties shall file final approval papers and Plaintiffs' counsel shall file an attorney fee and litigation expenses application within **60 days** after entry of the Order.
- The deadline for Settlement Class Members to object to the settlement shall be **105 days** after entry of the Order.
- Any responses to Settlement Class Member objections shall be filed within **130 days** after entry of the order.
- The Court shall hold a final fairness hearing on the subject of the final approval and fee motions on or around **145 days** after entry of the Order.

V. CONCLUSION

For the foregoing reasons, the parties respectfully request that the Court enter the accompanying Proposed Order granting preliminary approval of the proposed settlement, certifying the settlement class, appointing Class Counsel, appointing Honda as Settlement Administrator, directing dissemination of class notice, and setting a schedule for final approval.

Respectfully submitted,

/s/ Eric. H. Gibbs

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CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2018, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Eric H. Gibbs

Eric H. Gibbs (*pro hac vice*)
Interim Lead Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation,

Case No. 2:15-md-2661

Judge Michael H. Watson
Magistrate Judge Deavers

This document relates to: ALL CASES

**DECLARATION OF ERIC H. GIBBS IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

I, Eric H. Gibbs, declare as follows:

1. I am the managing partner of Gibbs Law Group LLP and serve as Interim Lead Counsel in this action along with my partner David Stein. I make this declaration based on my personal knowledge and in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
2. Attached as **Exhibit 1** is a true and correct copy of the Stipulation of Settlement and Release ("Settlement Agreement") that the parties are presenting to the Court for preliminary approval.
3. My law firm first became involved in this matter after learning that several months after the release of the 2015 Honda CR-V, large numbers of drivers were complaining about excessive vehicle vibration. By mid-2015, many drivers had filed complaints with the National Highway Traffic Safety Administration ("NHTSA") and elsewhere online, complaining of excessive vibration in their vehicles.

4. On June 4, 2015, Gibbs Law Group sent a pre-lawsuit demand letter to Honda on behalf of our client, Linda Oakes, an owner of a 2015 CR-V, which formally requested that Honda publicly acknowledge the vibration, notify owners and lessees of the issue, and repair all of the affected vehicles free of charge. A true and correct copy of this letter is attached as **Exhibit 2**.

5. In a reply letter dated June 19, 2015, Honda stated that “there was no defect present,” that the vibration “has no adverse effect on the drivability or safety of the vehicle,” and that therefore “no consideration can be made at this time.” A true and correct copy of this letter is attached as **Exhibit 3**.

6. My firm filed a proposed class action complaint on behalf of Ms. Oakes on July 21, 2015, in the United States District Court, Central District of California. In the weeks and months that followed, 2015 Honda CR-V drivers continued to complain of vibration issues. Despite this, Honda offered no remedy—and apart from an unpublicized YouTube video released around April 2015, Honda did not appear to be acknowledging the vibration.

7. Shortly after class actions filed across the country were consolidated before this Court for pre-trial proceedings, Honda disseminated an updated service bulletin that authorized its dealerships to perform repairs under warranty to address the vibration in all three modes in which the vibration was manifesting (a prior bulletin had addressed only high speed vibration). Honda released Technical Service Bulletin 15-046 in November 2015, and the bulletin provided for three different sets of repairs: Mode 1, addressing vehicle vibration at idle; Mode 2, addressing vibration at low speeds (between 1,000-1,200 RPM); and Mode 3, addressing vibration at around 40 to 50 miles per hour (between 1,800 and 2,200 RPM). (Ex. 1-A to the Settlement.) The bulletin stated that Honda’s “normal warranty applies” to the repairs. (*Id.*)

8. Our firm as well as Interim Liaison Counsel Isaac Wiles Burkholder & Teetor LLC welcomed the release of these repairs. However, through our contacts with class members and our review of internet forums (including the NHTSA website), we realized many 2015 Honda CR-V owners and lessees did not realize the vibration was a known issue to Honda, did not know that repairs were available, did not know that those repairs were covered by warranty, and many had been turned away from dealerships and told no repair solution was available. Even after Honda issued its service bulletins, it did not announce that warranty repairs were available; the drivers who had previously complained to Honda or who had unsuccessfully sought repairs at Honda dealers were not notified that repairs had been released and many continued to drive with vibrating vehicles believing no recourse was available.

9. On January 18, 2016, we again sent Honda a demand letter (on behalf of still more 2015 Honda CR-V owners) formally requesting, among other things, that Honda notify all 2015 CR-V owners and lessees that free repairs were available to remedy excessive vehicle vibration. A true and correct cover of this letter is attached as **Exhibit 4**. Rather than agreeing at that time to provide the requested relief, Honda moved to dismiss substantial portions of Plaintiffs' Second Consolidated Amended Complaint and also moved to compel several Plaintiffs to arbitrate their claims on an individual basis. (ECF Nos. 35, 50, 51.)

10. The parties reported in a status report on January 29, 2016, that they intended to prioritize the discovery needed to assess whether an early resolution of the litigation would be feasible. (ECF No. 22.) Toward that end, Honda produced internal documents and data regarding the vibration, the newly released repairs and their effectiveness, and other related matters. We reviewed Honda's productions, negotiated further productions of documents and information, and worked with automotive experts to aid in our understanding of the vibration

issue and the repairs. In addition, each of the proposed class representatives in the Second Amended Complaint produced their class vehicle purchase and vibration-related repair records to Honda.

11. The parties also engaged in formal discovery based on the possibility that early resolution would not be feasible. We negotiated a Stipulated Protective Order, and an ESI Processing and Production Protocol. On March 14, 2016, Plaintiffs served a first set of interrogatories on Honda and non-party Honda Motor Co., Ltd. Honda responded to these interrogatories, and supplemented its responses several months later. On June 1, 2016, Honda served around 25 interrogatories and 70 requests for production of documents on three Plaintiffs, each of whom responded to these interrogatories and document requests and produced several hundred pages of documents each. The same three Plaintiffs also produced their vehicles for inspections conducted by experts retained by Honda.

12. On October 12, 2016, the parties reported to the Court that Plaintiffs had recently made a formal settlement demand, that the parties had conducted initial talks, and that the parties had been able to confirm that further discussions were reasonably likely to be productive. (ECF No. 76.) On March 7 and March 8, 2017, the parties participated in a two-day mediation with professional mediator Frank A. Ray. The parties were able to reach an agreement in principle during the mediation with the assistance of Mr. Ray. In the ensuing months, the parties worked to memorialize their agreement in principle into the Settlement Agreement that the parties are presenting to the Court for preliminary approval.

13. The Settlement encompasses approximately 340,000 affected 2015 CR-V vehicles, per a press release issued by Honda on January 5, 2016, a true and correct copy of which is attached as **Exhibit 5**.

14. Based on my law firm's investigation, discovery, and litigation efforts, as well as our consultation with automotive experts and conversations with Honda and our extensive experience litigating automotive class actions, Mr. Stein and I believe the Settlement is a fair, reasonable, and adequate result for the Settlement Class and recommend its approval.

15. The proposed Settlement provides injunctive relief to a Settlement Class of all persons or entities (other than those expressly excluded from the proposed class) who own or lease any 2015 CR-V vehicle in the United States, including its territories and Puerto Rico. Through the Settlement, Honda consents to an injunction requiring that it apprise Settlement Class Members that 2015 Honda CR-Vs are prone to vibrations and that free repairs are available to remedy those vibrations through a comprehensive Customer Outreach Program.

16. The Customer Outreach Program would begin within 20 days of preliminary approval of the Settlement and include multiple forms of notice to Class Members and dealers. Notice of the Settlement would include a notice to be posted on the Honda Owner Link Website (Exhibit 1-G to the Settlement); a long-form settlement notice (Exhibit 1-H); a quarterly message to authorized Honda dealers (Exhibit 1-I); notice letters to individuals who complained to Honda about vibration and have not received all available repairs (Exhibit 1-J); notice letters to individuals who complained to Honda about vibration after receiving all available repairs (Exhibit 1-K); and notice letters to individuals who contacted Class Counsel regarding 2015 CR-V vibration (Exhibit 1-L).

17. Through the discovery process and continued exchange of documents and data that has transpired during the settlement finalization, Honda has shared information that has allowed us to assess the efficacy of the Service Bulletin repairs. Based on that information and on other indicia (including the relatively small number of class members who have continued to

express dissatisfaction relating to the vibration after obtaining the available repairs), we believe the Service Bulletin repairs are likely to be effective for the vast majority of 2015 CR-Vs experiencing vibration.

18. To date, my firm has been contacted by around 500 class members complaining of vibration in their 2015 CR-Vs. Many have reported an unawareness that vibration repairs are available under warranty or that repairs can eliminate the vibration concern. Hundreds have also complained about vehicle vibration in their 2015 CR-Vs to the NHTSA—and several recent NHTSA complaints reflect the same unawareness of available vibration repairs. The Customer Outreach Program prescribed by the Settlement Agreement will help ensure that these Settlement Class members learn of the vibration repairs. Additionally, Honda will inform Settlement Class Members of the extended warranty coverage for those repairs and that to the extent any Settlement Class Members remain dissatisfied after obtaining the repairs, they can participate in the streamlined dispute resolution process available to them by mediating or arbitrating their individual claims with Honda free of charge.

19. Had the parties had been unable to resolve this case through settlement, litigation would have likely been protracted and costly. I have litigated automotive defect cases that have taken several years to resolve, including one case that required over 58,000 attorney hours over five years before it resolved. In my view, the settlement benefits here are favorable for the Settlement Class, particularly in light of the stage of the litigation, the speed with which the benefits will be provided, and the risks of further litigation.

20. After reaching an agreement in principle on this Settlement, the parties engaged in a preliminary negotiation regarding Plaintiffs' counsel's claim for attorney fees and reimbursement of litigation expenses. The parties have not been able to agree to terms on fees

and costs and intend to resume negotiations following preliminary approval. If the parties are unable to reach an agreement, Plaintiffs' counsel will file their fee application before the Settlement Class Member objection deadline so that it may be considered at or around the same time as final settlement approval.

21. The Plaintiffs in this litigation have all demonstrated a willingness to serve as class representatives on behalf of other 2015 CR-V owners and lessees and have spent the time and devoted the effort necessary thus far to helping us advance the litigation.

22. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on April 27, 2018, in Oakland, California.

/s/ Eric Gibbs

EXHIBIT 1

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**THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation,

Case No. 2:15-md-02661

Judge Michael H. Watson
Chief Magistrate Judge Elizabeth Preston
Deavers

**STIPULATION OF SETTLEMENT
AND RELEASE**

This document relates to: ALL CASES

This Stipulation of Settlement and Release (the “Stipulation” or “Agreement”), dated as of the date of the last signature below, is made and entered into pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(e) by and among the undersigned plaintiffs (collectively, “Plaintiffs”), on behalf of themselves and each of the Settlement Class Members (as defined below), and Defendant American Honda Motor Co., Inc. (“Honda” or “Defendant”) in the above-captioned multi-district litigation (the “Litigation”), by and through their undersigned counsel. The Stipulation is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Settled Claims” and the “Plaintiff Settled Claims” (as defined below), upon and subject to the terms and conditions hereof. Plaintiffs and Honda are each a “Party” and collectively referred to herein as “the Parties.”

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1. RECITALS

1.1. WHEREAS, the following proposed class actions were filed in various courts around the United States (the “Underlying Actions”):

1.1.1. *Romaya v. American Honda Motor Co., Inc.*, Case No. 2:15-03938 (C. D. Cal., filed May 26, 2015);

1.1.2. *Oakes v. American Honda Motor Co., Inc.*, Case No. 8:15-01076 (C. D. Cal., filed July 7, 2015);

1.1.3. *Maticcik v. American Honda Motor Co., Inc.*, Case No. 2:15-02612 (S. D. Ohio, filed July 15, 2015);

1.1.4. *Ward v. American Honda Motor Co., Inc.*, Case No. 3:15-00767 (M. D. Tenn., filed July 13, 2015);

1.1.5. *Cushing v. American Honda Motor Co., Inc.*, Case No. 3:15-00028 (W. D. Va., filed June 24, 2015);

1.1.6. *Flanigan v. American Honda Motor Co., Inc.*, Case No. 3:15-05390 (W. D. Wa., filed June 8, 2015);

1.1.7. *Vazquez v. American Honda Motor Co., Inc.*, Case No. 15-00442 (N. D. Fla., filed September 11, 2015);

1.1.8. *Greenstone v. American Honda Motor Co., Inc.*, Case No. 15-00807 (W. D. Ky., filed October 28, 2015);

1.1.9. *Kogan v. American Honda Motor Co., Inc.*, Case No. 16-1413 (E. D. N. Y., filed March 22, 2016); and

1.1.10. *Bertram v. American Honda Motor Co., Inc.*, Case No. 16-01120 (W. D. Mo., filed October 19, 2016).

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1.2. WHEREAS, the Underlying Actions were transferred and consolidated by the Judicial Panel on Multidistrict Litigation (J.P.M.L.) to the Southern District of Ohio, Eastern Division, into M.D.L. No. 2661 before the Honorable Judge Michael H. Watson and the Honorable Chief Magistrate Judge Elizabeth P. Deavers;

1.3. WHEREAS, pursuant to Pretrial Order No. 1, Judge Watson ordered Plaintiffs' counsel to file applications to serve as liaison and/or lead counsel for Plaintiffs on or before November 13, 2015, and also for Plaintiffs to file a consolidated complaint within thirty (30) days of appointment of interim lead and liaison counsel (ECF No. 9);

1.4. WHEREAS, the Court considered applications for interim lead counsel and liaison counsel and appointed Gibbs Law Group LLP (the "Gibbs Firm") attorneys Eric H. Gibbs and David K. Stein interim co-lead counsel and appointed Isaac Wiles Burkholder Teetor, LLC (the "Isaac Wiles Firm") attorneys Gregory M. Travaglio and Mark H. Troutman interim liaison counsel (ECF No. 15);

1.5. WHEREAS, the Court authorized the Gibbs Firm to, among other things, "[e]xplore, develop, and pursue settlement options with Defendant on behalf of Plaintiffs but not enter binding agreements except to the extent expressly authorized" (*Id.*);

1.6. WHEREAS, on or around December 2, 2015, Honda released a Technical Service Bulletin (TSB) 15-046 (Exhibit A hereto), describing three (3) vehicle modifications (also referred to as "Product Enhancements") for Driving Modes 1, 2, and 3 (described below), which are available under warranty for the vehicles of owners and lessees who report experiencing excessive vibration in their 2015 CR-Vs at certain engine speeds;

1.7. WHEREAS, Plaintiffs filed a Consolidated Amended Complaint on January 20, 2016 (ECF No. 19), and then filed a Second Consolidated Amended Complaint on May 3, 2016 (ECF No. 29), in the Litigation and added proposed class representatives Robert Fennes and David

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Maxim, alleging that the 2015 CR-V is subject to “substantial” vibration and further alleging that although Honda had issued TSB 15-046, which provided free repairs, and You Tube videos that discussed the issues, Plaintiffs believed “Honda ha[d] not publicized the availability of these repairs” adequately and that “drivers who were previously turned down by dealerships for warranty coverage are not told to now return for warranty-covered repairs”;

1.8. WHEREAS, the Second Consolidated Amended Complaint defined a proposed nationwide class as “[a]ll persons who purchased or leased a 2015 Honda CR-V in the United States,” plus fourteen (14) proposed statewide classes of “[a]ll persons” who purchased or leased a 2015 Honda CR-V in those states;

1.9. WHEREAS, proposed class representatives Linda Oakes (No. 8:15-cv-01076, E.C.F. No. 27 (C.D. Cal. Feb. 16, 2016)), Lana Greenstone (E.C.F. No. 33), Margaret Ward (E.C.F. No. 52), Troy Ward (E.C.F. No. 52), Sally Vazquez (No. 4:15-cv-00442, E.C.F. No. 13) (N.D. Fla. Feb. 18, 2016), and Ashley Payan (E.C.F. No. 56) voluntarily dismissed their claims;

1.10. WHEREAS, Honda filed a motion to dismiss certain claims and a motion to compel arbitration of other claims, which motions remain fully briefed and pending (E.C.F. Nos. 35, 46, 50, 51, 59, 64, and 73);

1.11. WHEREAS, Plaintiffs and Honda have explored and discussed at length the factual and legal issues in the Litigation, propounding and responding to written discovery, and exchanging documents and information pertaining to the relevant factual issues, with both Parties having retained consultants and/or experts to assist in vehicle inspections and the review and assessment of relevant technical information;

1.12. WHEREAS, Honda retained an independent vibration expert (Dr. Eric S. Winkel, whose declaration is attached hereto as Exhibit B (“Winkel Declaration”)) who inspected and tested certain exemplar 2015 CR-Vs, including several of the proposed class representatives’

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vehicles, as well as vehicles that had one or more of the Product Enhancements installed and a vehicle that had not had any of the Product Enhancements installed, and found (among other things) that: (1) not all 2015 CR-V vehicles require a Product Enhancement; (2) not all 2015 CR-V vehicles that require a Product Enhancement need all of them; and (3) the Product Enhancements as set forth in TSB 15-046 are typically efficacious in resolving customer vibration complaints;

1.13. WHEREAS, Honda shared the expert's testing results, empirical data, and other information with Class Counsel for their independent review and analysis;

1.14. WHEREAS, Plaintiffs acknowledge and agree that they have received information and documentation demonstrating, *inter alia*, that the Product Enhancements described in TSB 15-046 are efficacious in resolving customer vibration complaints;

1.15. WHEREAS, the Product Enhancements made pursuant to TSB 15-046 are provided free of charge under applicable warranties to customers who have complained about vibration issues as follows: Driving Mode 1, which is subject to the five (5) year/60,000 mile limited powertrain warranty; and Driving Modes 2 and 3, which are governed by the eight (8) year/80,000 mile limited emissions warranty;

1.16. WHEREAS, based on the Product Enhancements being provided by Honda under applicable warranties, the data evidencing that most customer vibration complaints are adequately addressed by the installation of one or more Product Enhancements, and the information provided by Dr. Winkel, Class Counsel believe that while there may be some customer vibration complaints not remedied by the Product Enhancements, pursuing monetary relief on behalf of an entire class of customers does not appear to be a good use of judicial or the Parties' resources, or an efficient method of addressing individual customer concerns related to post-Product Enhancement vibrations;

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1.17. WHEREAS, in or around March 7-8, 2017, Plaintiffs and Honda conducted a formal mediation with professional mediator Frank A. Ray;

1.18. WHEREAS, as a result of the mediation with Mr. Ray, the Parties entered into a binding term sheet, the terms of which are fully expressed and incorporated herein;

1.19. WHEREAS, Honda does not believe Plaintiffs' claims are meritorious and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Settlement Class for any of the matters asserted in this Litigation, but it has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely: (1) all claims of Plaintiffs relating to vibration and vibration product-enhancement related claims; and (2) all claims for injunctive and declaratory relief of all members of the Settlement Class relating to sufficiency of notice and the existence and availability of the Product Enhancements set forth in TSB 15-046;

1.20. WHEREAS, Class Counsel are experienced in this type of class litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in Plaintiffs' interest, and the interest of all Settlement Class Members, to resolve this Litigation in the manner set forth in this Stipulation;

1.21. WHEREAS, this Agreement is the result of significant arms'-length settlement negotiations that have taken place between the Parties;

1.22. WHEREAS, the undersigned Parties believe that this Stipulation offers significant benefits to the Settlement Class Members and is fair, reasonable, and adequate in its resolution of the claims brought by the putative classes because it: (1) provides for certification of a Fed. R. Civ. P. 23(b)(2) Settlement Class, even though the Court has not yet determined whether this action could properly be maintained as a class action, and Honda maintains that certification of any class for trial purposes would not be proper under Fed. R. Civ. P. 23; (2) provides comprehensive current

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and prospective injunctive relief to the Fed. R. Civ. P. 23(b)(2) Settlement Class; (3) does not waive or preclude the right of each Settlement Class Member who is not a Plaintiff to bring individual claims for monetary relief; and (4) releases only the remedies available to the Settlement Class for alleged failure of Honda to provide sufficient notice of the existence and availability of the Product Enhancements set forth in TSB 15-046;

1.23. WHEREAS, the undersigned Parties wish to resolve all disputes between and among themselves (with the exception of Excluded Claims, defined below) relating to the allegations raised in the Litigation;

1.24. WHEREAS, Honda acted in a manner generally applicable to Plaintiffs and members of the proposed Settlement Class, making class-wide injunctive relief appropriate;

1.25. WHEREAS, this Stipulation is made and entered into by and among Plaintiffs, individually, and on behalf of the Settlement Class, and Honda; and

1.26. WHEREAS, this Stipulation is intended to supersede any and all agreements previously executed by the Parties with respect to claims asserted in the Litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties by and through their respective counsel, that, subject to the approval of the Court and to the extent set forth in this Stipulation, the Litigation, the Settled Claims, and the Plaintiff Settled Claims shall be finally and fully compromised, settled, and released pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(e), and the Litigation will be dismissed with prejudice upon, and subject to, the terms and conditions of this Stipulation, as follows:

2. DEFINITIONS

For purposes of this Stipulation, including the Recitals stated above, the following terms will have the following meanings:

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2.1. “Agreement”

“Agreement” means this Stipulation of Settlement plus all Exhibits appended thereto.

2.2. “Authorized Honda Dealer”

“Authorized Honda Dealer” shall mean an independent automobile dealership authorized by Honda to sell and service Honda vehicles in the United States.

2.3. “CAFA Notice”

“CAFA Notice” means notice (in a form substantially similar to that attached as Exhibit C and approved by the Court) of this Settlement (defined below) to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described below.

2.4. “Claim”

“Claim” means any mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.

2.5. “Class Counsel”

“Class Counsel” means the Court-appointed interim Co-Lead Counsel and Interim Liaison Counsel from the Gibbs Firm and the Isaac Wiles firm, respectively.

2.6. “Court”

“Court” shall mean the United States District Court for the Southern District of Ohio, Eastern Division, the Honorable Michael H. Watson presiding, or his duly-appointed successor, where this Litigation is pending.

2.7. “Effective Date”

“Effective Date” means the first date after the Settlement becomes Final (as defined below).

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2.8. “Excluded Claims”

“Excluded Claims” are the individual claims of Settlement Class Members, other than the Plaintiffs, for monetary relief that purport to arise out of or are related to alleged vibration in a Settlement Class Member’s Settlement Class Vehicle and/or any Product Enhancement. Excluded Claims do not include the Settled Claims released pursuant to this Agreement.

2.9. “Final”

“Final” when referring to a judgment or order means that: (1) the judgment is a final, appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement (as opposed to any appeals relating solely to the Class Counsel Fees and Expenses award, which will not affect finality as defined herein) as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Judgment in all material respects.

2.10. “Final Approval Hearing”

The “Final Approval Hearing” means the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and an application by Plaintiffs and their counsel for attorneys’ fees and reimbursement of expenses.

2.11. “Final Judgment”

“The “Final Judgment” means an Order and Final Judgment to be rendered by the Court, approving the Settlement, dismissing the Litigation in accordance with the terms set forth herein,

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and providing that the Settlement Class and Plaintiffs have released the Released Parties from the Settled Claims and the Plaintiff Settled Claims, as set forth below.

2.12. “Honda”

“Honda” shall mean American Honda Motor Co., Inc., and its parents, affiliates, predecessors, successors, assigns, directors, officers, agents, Authorized Honda Dealers, distributors, suppliers, attorneys, representatives, and employees.

2.13. “Honda’s Counsel”

“Honda’s Counsel” shall mean Honda’s counsel of record in the Litigation.

2.14. “Litigation”

“Litigation” shall mean this Multi-District Litigation, *i.e.*, M.D.L. No. 2661.

2.15. “Plaintiff Payments”

“Plaintiff Payments” shall mean the payments to be made to Plaintiffs to compensate them for their efforts in bringing this lawsuit and as consideration for their release of all claims of whatever nature that arise out of or relate to the Litigation in the following amounts: (1) four thousand dollars and no cents (\$4,000) to each Plaintiff who submitted his or her vehicle for inspection and testing; and (2) twenty-five hundred dollars and no cents (\$2,500) to each Plaintiff who did not submit his or her vehicle for inspection and testing (and who did not previously dismiss their claims), subject to approval of the Court.

2.16. “Injunctive Relief”

“Injunctive Relief” means the injunctive relief programs to which Honda has agreed and which benefit the Settlement Class, as further described below.

2.17. “Injunctive Relief Order”

“Injunctive Relief Order” means the Consent Order attached as Exhibit D to this Stipulation and proposed by the Parties for entry by the Court intended to require and accomplish the

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Injunctive Relief that in no way imposes any obligation, duty, or responsibility on Honda or creates a right on behalf of the Settlement Class beyond what is described in the Injunctive Relief.

2.18. “Notice”

“Notice” means the notice (in the form substantially similar to that attached as Exhibit E and approved by the Court) to the Settlement Class that will be posted on the Settlement Website, as further described below.

2.19. “Notice Plan”

“Notice Plan” means the plan for providing notice of this Settlement to the Settlement Class under Federal Rule of Civil Procedure 23(c)(2)(A) and (e)(1), as set forth in Section 7.

2.20. “Parties”

“Parties” shall mean the Plaintiffs, on behalf of themselves and the Settlement Class, and Honda.

2.21. “Plaintiff Settled Claims”

“Plaintiff Settled Claims” with respect to the Plaintiffs includes the Settled Claims identified and defined in Section 2.26 below and additionally means and includes any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including under federal law, state law, and common law, whether at law or equity, against Honda and all of Honda’s past and present directors, officers, employees, partners, principals, agents, Authorized Honda Dealers, distributors, suppliers, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries, for injunctive relief, declaratory relief, and economic injury or damages, concerning Settlement Class Vehicle vibration and Product-Enhancements that are either

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alleged in the Litigation or could or might have been alleged in the Litigation or any other proceedings, including via the use of the class action procedural device.

2.22. “Preliminary Approval Order”

The “Preliminary Approval Order” means an Order substantially in the form attached hereto as Exhibit F, setting a hearing date for the Final Approval Hearing, certifying the Settlement Class defined below, appointing the Gibbs Firm and the Isaac Wiles firm as Class Counsel, and approving the Notice Plan by the means provided for herein.

2.23. “Product Enhancement”

“Product Enhancement” shall mean one or more of the Product Enhancements described in Service Bulletin (TSB) 15-046, Exhibit A hereto.

2.24. “Recital”

“Recital” means each statement of the facts and/or procedural history in Section I of this Stipulation. The Parties acknowledge and agree the Recitals enumerate important facts and procedural history, are true and accurate, and are hereby made a part of this Stipulation.

2.25. “Released Parties”

The “Released Parties” means American Honda Motor Co., Inc., its parent, subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Honda Dealers, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries.

2.26. “Settled Claims”

“Settled Claims” with respect to the Settlement Class means any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including under federal

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law, state law, and common law, whether at law or equity, against Honda and all of Honda's past and present directors, officers, employees, partners, principals, agents, Authorized Honda Dealers, distributors, suppliers, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries, for injunctive relief and declaratory relief, concerning the sufficiency and availability of notice and the existence of the Product Enhancements described in TSB 15-046, which are either alleged in the Litigation or could or might have been alleged in the Litigation or any other proceedings. Settled Claims does not include individual claims for monetary relief arising out of or related to alleged excessive vibration in a Settlement Class Member's Settlement Class Vehicle and/or any Product Enhancement.

2.27. "Settlement"

The "Settlement" means the full and final compromise, settlement, and dismissal of the Litigation subject to the terms and conditions of this Stipulation and the Exhibits attached hereto.

2.28. "Settlement Administrator"

"Settlement Administrator" shall mean American Honda Motor Co., Inc.

2.29. "Settlement Class"

The "Settlement Class" shall mean a class pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2) comprised of all persons or entities who own or lease any 2015 CR-V vehicle in the United States including its territories and Puerto Rico. Excluded from the Settlement Class are Honda, any entity that is a subsidiary of or is controlled by Honda, or anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge's staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

2.30. "Settlement Class Member"

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A “Settlement Class Member” is a person who falls within the definition of the Settlement Class.

2.31. “Settlement Class Vehicle”

“Settlement Class Vehicle” shall mean any and all 2015 Honda CR-Vs distributed by American Honda Motor Co., Inc. in the United States, including its territories and Puerto Rico.

2.32. “Settlement Website”

“Settlement Website” shall mean the Internet website to be established by the Settlement Administrator as part of the Notice Plan as set forth in Section 7.

2.33. “Stipulation”

“Stipulation” shall mean this Stipulation of Settlement.

3. FED. R. CIV. P. 23(b)(2) SETTLEMENT CLASS

For purposes of settlement only, and upon the express terms and conditions set forth in this Stipulation, Plaintiffs and Honda agree to seek certification of a mandatory, nationwide Settlement Class in the Litigation pursuant to Federal Rule of Civil Procedure 23(b)(2) as follows:

All persons or entities who own or lease any Settlement Class Vehicle in the United States, including its territories and Puerto Rico.

Excluded from the Settlement Class are Honda; any entity that is a subsidiary of or is controlled by Honda; anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge’s staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

3.1. No Right to Opt Out. Because the Settlement Class is being certified as a mandatory class under Federal Rule of Civil Procedure 23(b)(2), and individual claims for monetary relief are not being impacted by this agreement, Settlement Class Members shall not be permitted to opt out.

3.2. Class Certified for Settlement Purposes Only. Honda contends that this Litigation could not be certified as a class action under Federal Rule of Civil Procedure 23 for trial

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purposes. The certification of a Settlement Class, and the appointment of Class Counsel for settlement purposes only pursuant to this Stipulation, shall not constitute in this Litigation or any other proceeding an admission by Honda of any kind or a determination that certification of a class or subclass for trial purposes is appropriate or proper, or that appointment of the Isaac Wiles firm and the Gibbs Firm as Class Counsel for the Settlement Class for trial purposes is appropriate or proper. In the event that the Stipulation is not approved by the Court, or the Settlement set forth in the Stipulation does not become final or is terminated, canceled, fails to become effective in accordance with its terms, or otherwise is rendered null and void, the certification of the Settlement Class and appointment of Class Counsel shall automatically be vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Litigation or any other proceeding are satisfied. In such event, the Parties shall be restored to their respective positions in the Litigation, and expressly reserve all rights to challenge or move for certification of a class for trial purposes in this Litigation or any other proceeding on all available grounds as though no Settlement Class had been certified for settlement purposes only in this Litigation, and no reference to the prior certification of a Settlement Class, or any documents related thereto, shall be made for any purpose. Furthermore, nothing in this Stipulation shall prevent Honda from opposing class certification or seeking de-certification of the conditionally certified tentative Settlement Class if final approval of this Stipulation is denied, or not upheld on appeal, including review by the United States Supreme Court, for any reasons, or if any of the conditions exist that permit Honda to terminate this Agreement in accordance with Section 12.

4. RELIEF TO SETTLEMENT CLASS

4.1. While Plaintiffs acknowledge the efficacy of the Product Enhancements, it is Plaintiffs' position that information regarding the availability of the Product Enhancements being provided by Honda free of charge under the terms of Honda's Powertrain and Emissions

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Warranties is not being adequately communicated to customers experiencing or who may experience vibration-related concerns and have not yet implemented one or more of the Product Enhancements. The primary focus of the relief provided to the Settlement Class is to ensure that adequate information regarding the availability of the Product Enhancement is amply communicated to the Settlement Class through a Customer Outreach Program that will be implemented by Honda as more fully set forth below.

4.2. Subject to the terms and conditions of this Stipulation, Plaintiffs and Honda have agreed to move jointly for the Court to enter an injunction applicable to Honda, which will contain only the terms of the Injunctive Relief related to the Customer Outreach Program as described in this Section 4, as set forth in the Injunctive Relief Order. The Parties will ask the Court, upon the entry of Final Judgment, to adopt the Injunctive Relief Order, which requires Honda, at its sole cost and expense except as otherwise provided herein, to perpetuate a Customer Outreach Program directed to Settlement Class Members and Authorized Honda Dealers and to confer benefits to the Settlement Class as described in this Section.

4.3. In each of the communications within the Customer Outreach Program, listed in Section 4.3.1-4.3.5 below, all of which will be published and/or disseminated beginning no later than forty-five (45) days after the entry of a Preliminary Approval Order (or such other date as is mutually agreeable to the Parties and approved by the Court, and/or the next business day, as applicable, if the forty-fifth day falls on a weekend day or a holiday), Honda will convey at least the following information (either directly to Settlement Class Members or indirectly through Authorized Honda Dealers), subject to Class Counsel's prior agreement as to the language used:

- (i) the fact that some drivers of Settlement Class Vehicles have reported experiencing excessive vibration at the engine speeds listed in TSB 15-046;
- (ii) that Product Enhancements are available for the excessive vibration;

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- (iii) the Product Enhancements are being provided free of charge under Honda's Powertrain Limited Warranty (for Mode 1), which lasts through the earlier of 5 years and 60,000 miles, and Honda's Emissions Control Systems Defects Warranty (for Modes 2 and 3), which lasts through the earlier of 8 years and 80,000 miles; and
- (iv) to the extent a Settlement Class Member remains dissatisfied with excessive vibration in their Settlement Class Vehicle, they may mediate or arbitrate their individual claim with Honda free of charge per the independent case review procedure with the National Center for Dispute Settlement as described in Honda's warranty booklet.

4.3.1. Honda will prominently post on the Honda Owner Link website the message attached as Exhibit G for Settlement Class Members.

4.3.2. Honda will implement a protocol to optimize web searches for terms related to 2015 CR-V vibration in order to make the 2015 Honda CR-V Owner Link website appear on or near the first page of Google search results. Honda will implement the protocol for a period of no less than one (1) year. Under no circumstances shall the protocol be required to remain active more than twelve (12) months after the Effective Date. Honda will provide a proposed protocol to Class Counsel within thirty (30) days (or the next business day if the thirtieth day falls on a weekend day or holiday) after the entry of the Preliminary Approval Order.

4.3.3. Honda will send by email—to the extent it has email addresses for the individuals—and otherwise by first class mail the letter attached as Exhibit H to the following:

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4.3.3.1. All customers who complained to Honda about excessive vibration in Settlement Class Vehicles prior to the execution date of the Agreement, and who have not had any Product Enhancements performed; and,

4.3.3.2. All customers who complained to Honda prior to the execution date of this agreement about excessive vibration in Settlement Class Vehicles after having at least one, but not all applicable Product Enhancements performed.

4.3.4. Class Counsel will disseminate via e-mail the letter attached as Exhibit I to all Settlement Class Members who contacted Class Counsel prior to the execution date of this Agreement and who are not already receiving notice pursuant to Section 4.3.3 regarding vibration in 2015 Honda CR-V vehicles.

4.3.5. Honda will disseminate the message attached as Exhibit J to Authorized Honda Dealers on a quarterly basis for a one-year period to remind the Authorized Honda Dealers about the vibration issues and Product Enhancements addressed by TSB 15-046.

4.4. Notwithstanding the above, if Honda is unable to comply with any of the deadlines set forth in Section 4, Honda shall receive a reasonable extension of time sufficient to permit completion of the task upon submission of an application to the Court showing good cause for the extension.

4.5. Honda shall be responsible for all costs associated with Customer Outreach Program except as otherwise expressly provided for herein.

5. LIMITATIONS ON INJUNCTIVE RELIEF

5.1. Compliance with Applicable Law. Any actions by Honda determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of this Agreement. In the event that

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any obligation that Honda has agreed to undertake becomes inconsistent with any future federal, state, or local law, enactment, regulation, or judicial ruling, then Honda shall be released from performing such obligation after notice to the Court and Class Counsel. Any objection to such change in procedure shall be made to the Court by Class Counsel within ten (10) days of such notice (or the next business day if the tenth day falls on a weekend day or holiday).

5.2. Sunset Provision. The obligations set forth in the Injunctive Relief order will expire January 1, 2020 (“Sunset Date”)

6. PRELIMINARY APPROVAL ORDER

Promptly after the execution of this Stipulation, Plaintiffs shall file with the Court a motion for entry of a Preliminary Approval Order, in the form attached hereto as Exhibit F, that:

6.1. Preliminarily approves the proposed settlement set forth in this Stipulation;

6.2. Certifies the Settlement Class under Federal Rule of Civil Procedure 23(a) and 23(b)(2) for settlement purposes only;

6.3. Appoints Class Counsel;

6.4. Approves the proposed Notice Plan, including the form of Notice substantially similar to that attached hereto as Exhibit E;

6.5. Appoints the Settlement Administrator; and

6.6. Sets a hearing date for the Final Approval Hearing.

7. NOTICE PLAN

7.1. Honda shall serve notice of the settlement that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Stipulation with the Court. A proposed form of CAFA Notice, without the accompanying attachments, is attached as Exhibit

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C. Honda shall file with the Court a certification of the date upon which the CAFA Notice was served within 10 (ten) days of its service of the Notice (or the next business day if the tenth day falls on a weekend day or holiday).

7.2. No later than forty-five (45) days after the Court enters the Preliminary Approval Order (or the next business day if the forty-fifth day falls on a weekend day or holiday), Honda will establish a Settlement Website page that contains the Preliminary Approval Order, the Notice, this Agreement, and other relevant information regarding the Litigation as the parties shall mutually agree;

7.2.1. Honda will purchase keyword and phrase sponsorship related to the Litigation on popular Internet search engines for a 180-day period from the date the Settlement Website goes live so that Settlement Class Members who use those search terms will be directed to the Settlement Website and/or the 2015 Honda CR-V Owner Link website.

7.2.2. Honda may terminate the Settlement Website at a time to be determined after consultation with counsel for Plaintiffs; however, under no circumstances shall the Settlement Website be required to remain active (i) more than twelve (12) months after the Effective Date, or (ii) after the settlement is terminated or otherwise not approved by the Court. The Settlement Administrator will retain ownership of the URL.

7.2.3. Honda will work with Class Counsel to provide links between the Settlement Website and the websites of Class Counsel, in a format mutually-agreed upon by the Parties.

7.3. Honda will establish a toll-free telephone number that will provide Settlement Class Members with access to recorded information (in both English and Spanish) regarding the settlement by no later than the date the Settlement Website Page is published, and with access to live operators who will be able to respond to inquiries regarding the Settlement.

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7.4. The Parties agree that initial communications under the Customer Outreach Program (pursuant to Section 4.3.1-4.3.4 above) should reference the existence of this Litigation, the Settlement, the Settlement Website, and the toll free phone number to be established and maintained by Honda. To the extent the Settlement requires any such communications to continue after the entry of Final Judgment, however, those post-Final Judgment communications need not reference the Litigation, the Settlement, the Settlement Website, or the toll-free phone number.

8. THE DISMISSAL AND RELEASES

8.1. Upon the filing of the Final Judgment, the Plaintiffs' claims in this Lawsuit shall be dismissed with prejudice, including as to the Plaintiff Settled Claims.

8.2. Upon the filing of the Final Judgment, the Settled Claims shall be dismissed in their entirety with prejudice as to the Settlement Class.

8.3. As of the Effective Date, Plaintiffs, on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees, administrators, and any other Person having any legal or beneficial interest in the Litigation, will be deemed by this Stipulation and Settlement to have, and by operation of the Final Judgment will have, released and forever discharged the Released Parties from any and all of the Plaintiff Settled Claims. The Plaintiff Settled Claims that are to be released include unknown claims that could have been brought in this Litigation, and Plaintiffs waive and relinquish to the fullest extent possible any state or federal law concerning the release of such unknown claims.

8.4. As of the Effective Date, Settlement Class Members, on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees, administrators, and any other Person having

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any legal or beneficial interest in the Litigation, will be deemed by this Stipulation and Settlement to have, and by operation of the Final Judgment will have, released and forever discharged the Released Parties from any and all of the Settled Claims. The Settled Claims that are to be released include unknown claims that could have been brought in this Litigation, and Settlement Class Members waive and relinquish to the fullest extent possible any state or federal law concerning the release of such unknown claims that are not Excluded Claims.

8.5. As of the Effective Date, Plaintiffs and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Plaintiff Settled Claims against the Released Parties.

8.6. As of the Effective Date, each of the Settlement Class Members, and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, directly, representatively, or derivatively, asserting any of the Settled Claims (not to include Excluded Claims) against the Released Parties.

8.7. Notwithstanding the dismissal of the Plaintiffs' claims in accordance with this Stipulation, the Plaintiffs shall maintain full entitlement to the Product Enhancements set forth in TSB 15-046 pursuant to the applicable written warranty if deemed necessary by an Authorized Honda Dealer, as well as all other warranty-related benefits set forth in this Stipulation and in the governing warranty booklets.

8.8. Plaintiffs acknowledge that they, Class Counsel, and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Litigation, the Settled Claims, and the

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Plaintiff Settled Claims, but it is their intention to, and they do upon the Effective Date of this Stipulation, fully, finally, and forever settle and release all such claims, without regard to the subsequently discovery or existence of different additional facts. Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 and other, similar state statutes, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs understand and acknowledge the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other applicable federal or state law relating to limitations on releases.

8.9. Binding Release. Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Agreement or any order entered in connection therewith shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment, the foregoing releases, or any other provision of the Final Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Agreement shall remain available to all Parties.

9. DENIAL OF WRONGDOING AND LIABILITY

9.1. Honda denies and continues to deny (a) each and all of the claims alleged by Plaintiffs in the Litigation, and (b) all allegations that anyone suffered damage or was otherwise injured or harmed in any way by the conduct alleged in the Litigation. Honda's agreement to enter into or carry out the terms of this Stipulation shall not be construed as, or be deemed to be evidence of, an admission or concession by Honda of any fault or liability whatsoever, and shall

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not be offered or received in evidence in any action or proceeding in any court, administrative agency, or other tribunal for any purpose whatsoever except as necessary to enforce the provisions of this Agreement and the Exhibits hereto or the provisions of any related agreement or release. Without conceding any infirmity in the denials or defenses Honda asserted or intended to assert in the Litigation, Honda states that it is its desire and in its best interests that the Litigation be dismissed in the manner and upon the terms and conditions set forth herein in order to avoid the expense, inconvenience, and distraction of further legal proceedings and to put to rest the claims asserted by Plaintiffs individually and on behalf of the Settlement Class.

9.2. Notwithstanding the foregoing, this Stipulation and the Exhibits hereto may be filed in the Litigation as evidence of the Settlement, or in any subsequent action against or by Honda or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

10. CLASS COUNSEL FEES AND EXPENSES

10.1. The Parties have not agreed on appropriate amounts for attorneys' fees and reimbursement of litigation expenses to be paid to Plaintiffs' counsel. The Parties intend to engage in mediation to reach an agreement in that regard. If the Parties are not able to reach agreement on awards of attorneys' fees and reimbursement of expenses through mediation, Plaintiffs will apply to the Court for an order awarding reasonable attorneys' fees and reimbursing litigation expenses, which Honda may oppose.

10.2. Any order or proceedings relating to the application for attorneys' fees and reimbursement of litigation expenses, or any appeal from any such order, will not operate to terminate or cancel this Agreement, or affect or delay the Effective Date of this Agreement. The awarded attorneys' fees and reimbursed expenses will be paid separate and apart from any relief provided to Plaintiffs and/or members of the Settlement Class.

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10.3. The application(s) for attorneys' fees and reimbursements of litigation expenses shall be made at least thirty (30) days in advance of the Court's deadline for submitting objections.

10.4. Within the later of either fourteen (14) days after (a) the Effective Date or (b) Honda's receipt of wiring instructions and valid W-9s from Class Counsel, Honda will make payment of (i) the amount of attorneys' fees, costs and other expenses approved by the Court, and (ii) the Plaintiff Payments, by wire transfer to the agent identified by Class Counsel. Upon confirmation from the agent that the wire has been successful, Honda's obligation to Class Counsel and the Plaintiffs under Sections 2.15 and 10 will be fully discharged and released.

11. ENTRY OF FINAL ORDER AND JUDGMENT

The Parties shall jointly seek entry by the Court of a Final Judgment that includes provisions:

11.1. Granting final approval of the Settlement, and directing its implementation pursuant to its terms and conditions;

11.2. Enjoining Honda according to the specific terms applicable to it in Section 4;

11.3. Discharging and releasing the Released Parties, and each of them, from the Settled Claims and the Plaintiff Settled Claims as provided in Section 8;

11.4. Permanently barring and enjoining all Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Settled Claims;

11.5. Permanently barring and enjoining Plaintiffs from instituting, maintaining or prosecuting, either directly or indirectly, any lawsuit that asserts Settled Claims or Plaintiff Settled Claims;

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11.6. Directing that the Litigation be dismissed with prejudice (except as to the Excluded Claims which are expressly preserved) and without costs (except as provided herein), consistent with the terms of this Stipulation;

11.7. Stating that pursuant to Federal Rule Civil Procedure 54(b) that there is no just reason for delay and directing the Final Judgment is a final, appealable order; and

11.8. Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement and the Final Judgment as provided in Section 2.11

12. TERMINATION

12.1. Honda has the right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement to the Plaintiffs or to the Settlement Class Members, if any of the following conditions subsequent occurs:

12.1.1. The Parties fail to obtain and maintain preliminary approval of the proposed settlement of the Settlement Class Claims;

12.1.2. A court requires a notice program in addition to or in any form materially different from that specifically set forth in Section 7 and Exhibits E, G, H, I and J;

12.1.3. [intentionally omitted]

12.1.4. The Court fails to enter a Final Judgment materially consistent with the provisions herein, including Sections 2.11 and Sections 8;

12.1.5. The Court fails to enter the Injunctive Relief Order in a form materially consistent with Exhibit D to this Stipulation;

12.1.6. The settlement of the Settled Claims and/or the Plaintiff Settled Claims never becomes Final; or

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12.1.7. The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Stipulation.

12.2. In the event that the above right to cancel or terminate is exercised, then Honda shall have no further obligations under this Agreement to Settlement Class Members or Plaintiffs and shall have the right to terminate the entire Settlement and declare it null and void.

12.3. The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for the Plaintiffs, the Settlement Class, or Class Counsel to terminate or cancel this Agreement or proposed Settlement.

12.4. If the Settlement does not become Final or is terminated for any reason before the Effective Date, then the Settlement Class shall be decertified, the Stipulation and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law; and all Parties shall stand in the same procedural position as if the Stipulation had not been negotiated, made, or filed with the Court.

13. MISCELLANEOUS

13.1. Best Efforts. Plaintiffs, Honda, and Class Counsel agree to use their best efforts to obtain Court approval of this Stipulation, subject to Honda's rights to terminate this Stipulation as provided herein.

13.2. Not Evidence. This Stipulation, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

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13.2.1. Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiffs or defense asserted by Honda, of the validity of any Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiffs or Honda;

13.2.2. Offered or received by or against Plaintiffs or Honda as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Honda, or of the truth of any of the Claims, and evidence thereof shall not be directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Stipulation and the Final Judgment including, without limitation, asserting as a defense the release and waivers provided herein;

13.2.3. Offered or received by or against Plaintiffs or Honda as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing; or in any way referred to for any other reason as against Honda, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Agreement; provided, however, that if this Agreement is approved by the Court, then Plaintiffs or Honda may refer to it to enforce their rights hereunder; or

13.2.4. Construed as an admission or concession by Plaintiffs, the Settlement Class, or Honda that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

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13.2.5. These prohibitions on the use of this Stipulation shall extend to, but are not limited to, any Excluded Claim preserved from release in Section 2.8 above.

13.3. Continuing Jurisdiction. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement. The Court shall also retain exclusive jurisdiction over any subsequent claim against Honda arising from or relating to this Agreement. Any such subsequent suit against Honda necessarily raises the threshold question of whether the plaintiff in such suit is a member of the Settlement Class in this Litigation such that his or her subsequent suit is one of the kind prohibited under the terms of this Agreement. All Parties to this Stipulation, and their Counsel, hereby submit to the jurisdiction of the Court for purposes of implementing or enforcing the Settlement embodied in this Stipulation.

13.4. Settlement Notices. All notices or formal communications under this Stipulation shall be in writing and shall be given by electronic mail and (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage pre-paid; or (iii) overnight courier to counsel for the Party to whom the notice is directed at the following addresses:

For the Plaintiffs and the Settlement Class:

Eric H. Gibbs
David K. Stein
Gibbs Law Group LLP
505 14th Street, Suite 1110
Oakland, California 94612
(510) 350-9700
ehg@classlawgroup.com
ds@classlawgroup.com

Gregory M Travalio
Mark H. Troutman
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Two Miranova Place, Suite 700
Columbus, Ohio 43215
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For American Honda Motor Co., Inc.:

Livia M. Kiser
Sidley Austin LLP
1 South Dearborn Street
Chicago, Illinois 60603
(312) 853-7247
lkiser@sidley.com

Michael L. Mallow
Sidley Austin LLP
555 West Fifth Street
Los Angeles, CA 90013
(213) 896 6666
mmallow@sidley.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

13.5. Costs and Expenses. Except as provided above regarding the Notice Plan, Plaintiff Payments, and attorneys' fees, costs, and other expenses, each of the Plaintiffs, Class Counsel, and Honda shall be responsible for his, her, or its own costs and expenses.

13.6. Taxes. Plaintiffs and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to this Stipulation.

13.7. Communications. Honda reserves the right to communicate with their customers, business contacts, and members of the public in the ordinary course of business. Class Counsel and Plaintiffs hereby agree not to engage in any communications with the media, the press, on the internet, or in any public forum, either orally or in writing, that undermine or contradict the Settlement.

13.8. Confidentiality of Discovery Materials and Information. The Parties, their counsel, and any experts in this Litigation remain subject to the Court's Stipulated Protective Order (ECF No. 24). Class Counsel agree to return or destroy all information and materials obtained from Honda in connection with the Settlement and the Litigation, including any copies made thereof, within thirty (30) days after the Effective Date, and to retain no copies thereof.

13.9. Complete Agreement. This Stipulation is the entire, complete agreement of each and every term agreed to by and among Plaintiffs, the Settlement Class, Honda, and their

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counsel. In entering into this Stipulation, no Party has made or relied upon any warranty or representation not specifically set forth herein. This Stipulation shall not be modified except by a writing executed by all Parties.

13.10. Headings for Convenience Only. The headings in this Stipulation are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement.

13.11. Severability. In the event that any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Stipulation shall continue in full force and effect without said provision to the extent Honda does not execute its right to terminate under Section 12.

13.12. No Party is Drafter. None of the Parties to this Stipulation shall be considered to be the primary drafter of the Stipulation or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

13.13. Binding Effect. This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Plaintiffs, the Settlement Classes, Honda, the Released Parties, and their respective successors and assigns.

13.14. Authorization to Enter Settlement. The individual signing this Stipulation on behalf of Honda represents that he or she is fully authorized to enter into, and to execute, this Stipulation on Honda's behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Honda on behalf of the Plaintiffs, and to enter into, and to execute, this Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e). Each Plaintiff enters into and executes this Agreement on behalf of

EXECUTION COPY

himself or herself, and as a representative of and on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

13.15. Execution in Counterparts. Plaintiffs, Class Counsel, Honda, and Honda's Counsel may execute this Agreement in counterparts, and the execution in counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Stipulation. This Stipulation shall not be deemed executed until signed by Plaintiffs, Class Counsel and by counsel for and a representative of Honda.

13.16. Finality. The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Parties agree that the terms of the Settlement reflect a good faith settlement of the claims asserted by Plaintiffs and the Settlement Class reached voluntarily after consultation with experienced legal counsel. The Parties deem this Settlement to be fair and reasonable and have arrived at this Settlement in arms'-length negotiations taking into account all relevant factors, present or potential.

13.17. Exhibits. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

13.18. Further Authority. Class Counsel, on behalf of the Plaintiffs and the Settlement Class, are expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class which they deem appropriate.

EXECUTION COPY

13.19. Binding on Successors. This Stipulation is to be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties to this Stipulation.

13.20. Governing Law. All terms of this Stipulation and the Exhibits hereto are to be governed by and interpreted in accordance with the laws of the State of Ohio and the United States.

IN WITNESS WHEREOF, the parties to this Stipulation have caused this Stipulation to be executed, by their duly authorized attorneys, on the below day(s) of January 2018.

FOR PLAINTIFFS:

Dated: January 25, 2018

By: 
Eric H. Gibbs
Gibbs Law Group LLP
Class Counsel

Dated: January , 2018

By: _____
Gregory M Travaglio
Isaac Wiles Burkholder & Teetor LLC
Class Counsel

Dated: January , 2018

By: _____
Michael Stanley

Dated: January , 2018

By: _____
Robert Fennes

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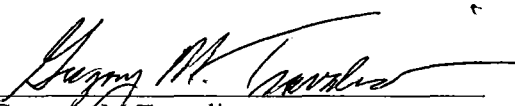
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Class Counsel

Dated: January , 2018

By: _____
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Class Counsel

Dated: January , 2018

By: Michael Stanley
Michael Stanley

Dated: January , 2018

By: _____
Robert Fennes

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Class Counsel

Dated: January , 2018

By: _____
Gregory M Travalio
Isaac Wiles Burkholder & Teetor LLC
Class Counsel

Dated: January , 2018

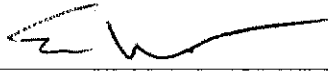
By: _____
Michael Stanley

Dated: January 17, 2018

By: Robert Fennes
Robert Fennes

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Dated: January , 2018

By: 

Emily Vellano

Dated: January , 2018

By: _____
Julia Hsi

Dated: January , 2018

By: _____
Thomas Michael Prychitko

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Robert Nonni

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By: _____
Bakh Inamov

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By: _____
Michelle Bergendahl

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Robert Bergendahl

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Amy Bertram

Dated: January , 2018

By: _____
Aleksandr Kogan

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Dated: January , 2018

By: _____
Emily Vellano

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By: Julia Hsi
Julia Hsi

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By: _____
Julia Hsi

Dated: January 22, 2018

By: Thomas Michael Prychitko
Thomas Michael Prychitko

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By: _____
Robert Nonni

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By: _____
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Thomas Michael Prychitko

Dated: January , 2018

By: Robert Nonni 1/17/18
Robert Nonni

Dated: January , 2018

By: _____
Bakh Inamov

Dated: January , 2018

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By: _____
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By: _____
Amy Bertram

Dated: January , 2018

By: _____
Aleksandr Kogan


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Bakh Inamov

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Robert Bergendahl

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Robert Nonni

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Bakh Inamov

Dated: January , 2018 By: ~~Michelle Bergendahl~~ _____ Jan 29, 2018
Michelle Bergendahl (Jan 29, 2018)
Michelle Bergendahl

Dated: January , 2018 By: _____
Robert Bergendahl

Dated: January , 2018 By: _____
Amy Bertram

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Michelle Bergendahl

Dated: January , 2018 By: 
[Robert Bergendahl \(Jan 29, 2018\)](#) Jan 29, 2018
Robert Bergendahl

Dated: January , 2018 By: _____
Amy Bertram

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Dated: January , 2018 By: _____
Robert Bergendahl

Dated: January 18, 2018 By: 
Amy Bertram

Dated: January , 2018 By: _____
Aleksandr Kogan

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Robert Nonni

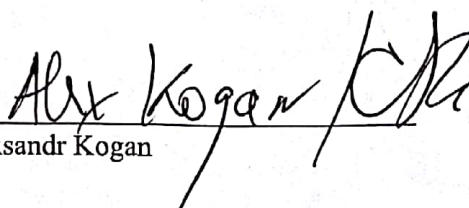
Dated: January , 2018 By: _____
Bakh Inamov

Dated: January , 2018 By: _____
Michelle Bergendahl

Dated: January , 2018 By: _____
Robert Bergendahl

Dated: January , 2018 By: _____
Amy Bertram

Dated: ~~January~~ ^{February 8,} , 2018

By:  _____
Aleksandr Kogan

EXECUTION COPY

FOR DEFENDANT AMERICAN HONDA MOTOR CO., INC.:

Dated: January 30, 2018

By: Bruce Smith

Print name: BRUCE SMITH

Title: Senior Vice President

APPROVED AS TO FORM BY:

Dated: January 30, 2018

By: Livia M. Kiser
Sidley Austin LLP

Print name: Livia M. Kiser

Attorneys for American Honda Motor Co., Inc.



Service Bulletin

15-046

December 2, 2015

02084 Version 4

Vibration While Driving and/or Stopped in Gear

Supersedes 15-046, Dated November 4, 2015; See REVISION SUMMARY

AFFECTED VEHICLES

Year	Model	Trim	VIN Range
2015	CR-V	ALL	ALL

REVISION SUMMARY

All sections were revised; American Honda recommends that you review the entire bulletin.

SYMPTOM

Some customers have reported feeling one or more different vibrations felt primarily through the driver's seat. The identified vibrations may occur under these conditions:

- **Driving Mode 1:** While stopped with vehicle in gear.
- **Driving Mode 2:** While between **1,000–1,200 rpm** at takeoff.

NOTE:

- You **must** make sure the service advisor has reviewed the Customer Information Statement for Driving Mode 2 with the customer **before** the software update is performed.
- Verify that the service advisor has noted on the Customer Information Statement that he or she has reviewed the Customer Information Statement for Driving Mode 2 with the customer.
- The noted Customer Information Statement must be retained for future records and attached to the Repair Order before doing the software update, as this software may have a small impact on fuel economy.
- **Driving Mode 3:** While driving between **1,800–2,200 rpm** around **40–50 mph**.

POSSIBLE CAUSES

Engine and transmission vibrations may be intermittent. The reported vibrations are felt primarily through the driver's seat while driving or stopped in gear.

CUSTOMER INFORMATION: The information in this bulletin is intended for use only by skilled technicians who have the proper tools, equipment, and training to correctly and safely maintain your vehicle. These procedures should not be attempted by "do-it-yourselfers," and you should not assume this bulletin applies to your vehicle, or that your vehicle has the condition described. To determine whether this information applies, contact an authorized Honda automobile dealer.

CORRECTIVE ACTION

Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.

Driving Mode 2: Update the PCM software and install the tailgate damper kit. The software update can only be performed with MongoosePro Honda along with J2534 Rewrite Special PC application.

NOTE:

- You **must** make sure the service advisor has reviewed the Customer Information Statement for Driving Mode 2 with the customer **before** the software update is performed.
- Verify that the service advisor has noted on the Customer Information Statement that he or she has reviewed the Customer Information Statement for Driving Mode 2 with the customer.
- The completed Customer Information Statement must be retained for future records and attached to the Repair Order before doing the software update, as this software may have a small impact on fuel economy.

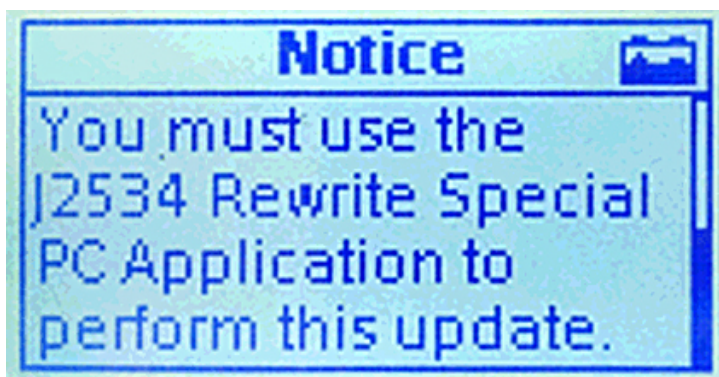
Driving Mode 3: Update PCM software.

NOTE: This software update can only be performed with the MongoosePro Honda along with J2534 Rewrite Special PC application.

BEFORE GETTING STARTED

NOTE:

- If you are unfamiliar with the Mongoose Pro Honda Interface tool, refer to the following Special Tools guides:
 - [Mongoose Pro Honda User Guide](#)
 - [Mongoose Pro Honda Quick Start Guide](#)
- For more information on this concern, please refer to the following:
 - [Click here](#) to view an informative video on this concern.
 - Go to page **19** of this bulletin to view the Customer Information Statement.
- Connect a fully charged jumper battery to the vehicle and leave it connected during the entire procedure to maintain steady voltage.
- Never turn the ignition to OFF or ACCESSORY during the update. If there is a problem with the update, leave the ignition turned to ON.
- To prevent PCM control unit damage, do not operate anything electrical (headlights, audio system, brakes, A/C, power windows, door locks, etc.) during the update.
- The control module updates for this bulletin cannot be applied with the MVCI. You must use the J2534 Rewrite Special PC application and MongoosePro Honda. If you try doing the software update using the MVCI, you will see the following screen as shown below.



PARTS INFORMATION**Repair Procedure Mode 1****Required Parts**

Part Name	Part Number	Quantity
Radiator Mount Lower Cushion Kit	06740-T1W-305	1
Transmission Mount (CVT)	50850-T1W-A11	1
Flange Bolt (12 X 35 mm)	90164-T0A-A00	1
Flange Bolt,(12 X 40 mm)	90162-T0A-A00	2
Flange Bolt (12 X 40 mm)	90164-S5A-010	1
Flange Nut (12 mm)	90371-SAA-010	2
Front Head Restraints, *NH167L* (Graphite Black)	06810-T0G-A01ZB	1
Front Head Restraints, *YR449L* (Cashmere Ivory)	06810-T0G-A01ZD	1
Front Head Restraints, *NH836L* (Wisteria Light Grey)	06810-T0G-A01ZE	1
Front Head Restraints, *YR449L* (Leather) (Cashmere Ivory)	06810-T0G-V81ZA	1
Front Head Restraints, *NH836L* (Leather) (Wisteria Light Grey)	06810-T0G-V81ZB	1
Front Head Restraints, *NH167L* (Leather) (Graphite Black)	06810-T0G-V81ZC	1

Repair Procedure Mode 2**Required Parts**

Part Name	Part Number	Quantity
Tailgate Damper Kit (Non-Power Tailgate) (contains tailgate damper, tailgate struts, nuts and bolts)	06748-T1W-305	1
Tailgate Damper Kit (Power Tailgate) (contains tailgate damper, tailgate struts, nuts and bolts)	06748-T1W-306	1
Touch Up Paint	(commercially available)	

TOOL INFORMATION

Part Name	Part Number	Quantity
Mongoose Pro Honda	MGPONDA	1
Rivet Gun Tool	07AAE-STXA100 or (commercially available)	1

SOFTWARE INFORMATION

NOTE: Unnecessary or incorrect repairs resulting from a failure to update the HDS are not covered under warranty.

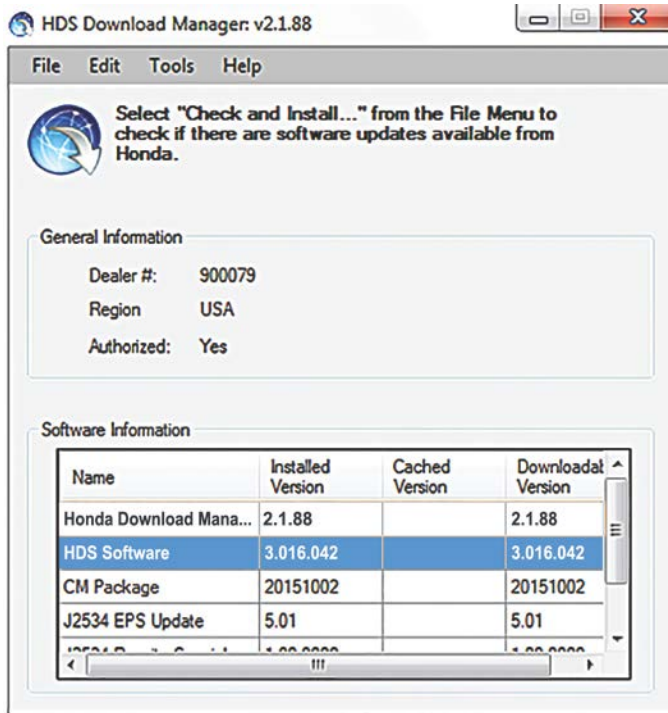
HDS Software Version:

3.016.042 **or later**

J2534 Rewrite Special Version: 1.00.0000 **or later**

J2534 Mongoose Drivers: 1.20.000 **or later**

NOTE: If the version numbers shown in the HDS Download Manager match or exceed those listed above, your software is current enough to perform this bulletin.



Year/Model	Trim	Program ID (or later)	Program P/N (or later) Mode 2	Program P/N (or later) Mode 3
2015 CR-V	LX (2WD)	LAA450 LA3050	37805-5LA-A45	37805-5LA-305
	LX (AWD)	LAA550 LA3060	37805-5LA-A55	37805-5LA-306
	EX/EX-L (2WD)	LAA650 LA3070	37805-5LA-A65	37805-5LA-307
	EX/EX-L (AWD)	LAA750 LA3080	37805-5LA-A75	37805-5LA-308
	TOURING (2WD)	LAA850 LA3090	37805-5LA-A85	37805-5LA-309
	TOURING (AWD)	LAA950 LA4050	37805-5LA-A95	37805-5LA-405

WARRANTY CLAIM INFORMATION

The normal warranty applies.

Repair Procedure Driving Mode 1

Operation Number	Description	Flat Rate Time	Template ID	Failed Part Number	Defect Code	Symptom Code
1120A2	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.*NH167L* (Graphite Black/Non Leather)	1.7 hrs	15-046B	06810-T0G-A01ZB	03214	03217
	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.*YR449L* (Cashmere Ivory/Non Leather)		15-046C	06810-T0G-A01ZD	03214	03217
	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.*NH836L* (Wisteria Light Grey/Non Leather)		15-046D	06810-T0G-A01ZE	03214	03217
1120A2	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints. *NH167L* (Graphite Black/Leather)	1.7 hrs	15-046E	06810-T0G-V81ZC	03214	03217
A	Add: With Camera Aiming	0.4 hr	15-04E6			
1120A2	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.*YR449L* (Cashmere Ivory/Leather)	1.7 hrs	15-046F	06810-T0G-V81ZA	03214	03217
A	Add: With Camera Aiming	0.4 hr	15-04F6			
1120A2	Repair Procedure Driving Mode 1: Install new radiator lower cushions, transmission mount, and front head restraints.*NH836L* (Wisteria Light Grey/Leather)	1.7hrs	15-046G	06810-T0G-V81ZB	03214	03217
A	Add: With Camera Aiming	0.4 hr	15-04G6			

Repair Procedure Driving Mode 2

Operation Number	Description	Flat Rate Time	Template ID	Failed Part Number	Defect Code	Symptom Code
1255D2	Repair Procedure Driving Mode 2: Update the PCM software and install tailgate damper kit. (Non-Power Tailgate)	0.9 hr	15-046H	06748-T1W-305	03214	03217
	Repair Procedure Driving Mode 2: Update the PCM software and install tailgate damper kit. (Power Tailgate)	0.9 hr	15-046J	06748-T1W-306		

Repair Procedure Driving Mode 3

Operation Number	Description	Flat Rate Time	Template ID	Failed Part Number	Defect Code	Symptom Code
1255D3	<p>Repair Procedure Driving Mode 3: Update PCM software.</p> <p>NOTE: Do not use this information if a Driving Mode 2 claim is also submitted. Driving Mode 2 already includes FRT for the software update.</p>	0.2 hr	15-046L	37805-5LA-305	03214	03217

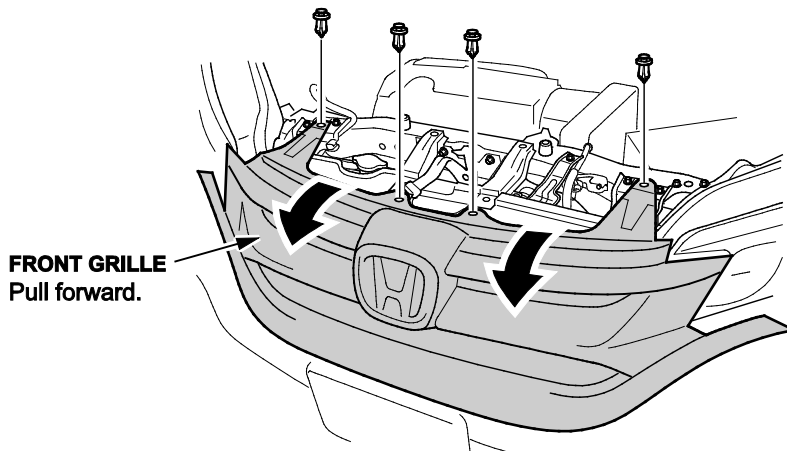
Skill Level: Repair Technician

DIAGNOSIS

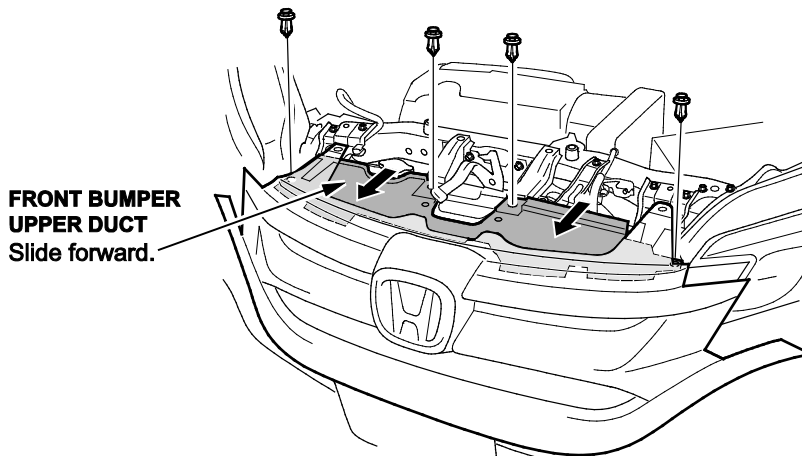
The service advisor must interview the customer to understand when the vibration is felt. You must only perform the repair based on customer concerns. If it is not specifically stated when the vibration is felt, then the service advisor must further interview the customer to better understand the customer complaint.

REPAIR PROCEDURE – DRIVING MODE 1

1. Open the hood and remove the four clips that attach the front grill to the bulkhead.

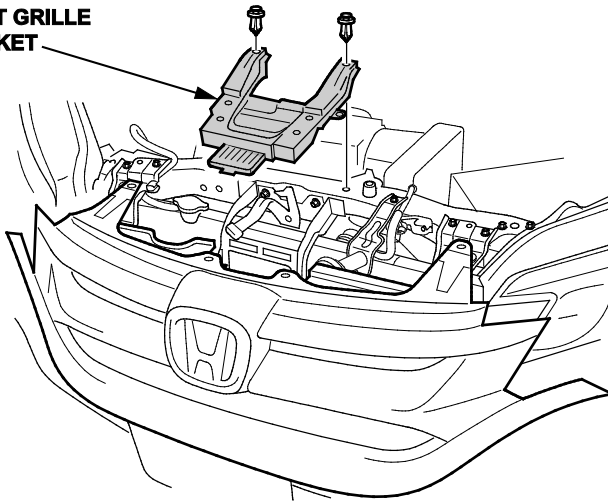


2. Remove the four clips from the front grill and slide the upper duct forward and remove it.



3. Remove the front grille bracket.

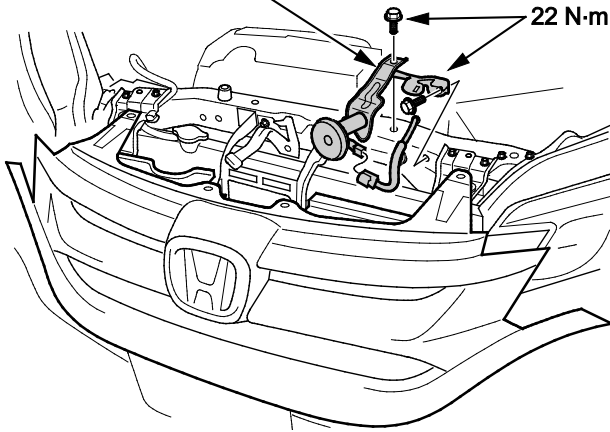
**FRONT GRILLE
BRACKET**



4. Remove the horn bracket assembly.

HORN BRACKET ASSEMBLY

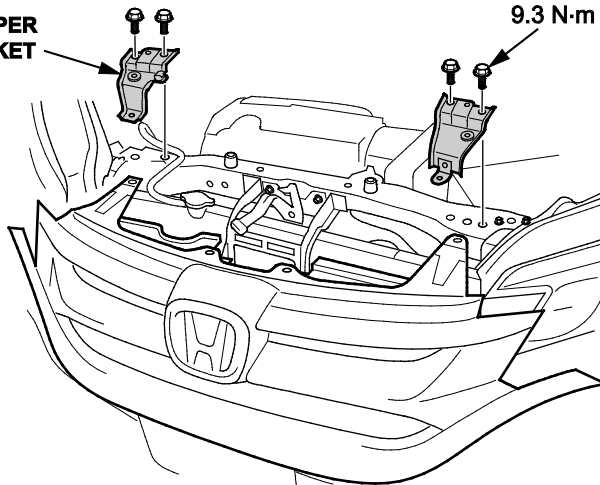
22 N·m (16 lb-ft)



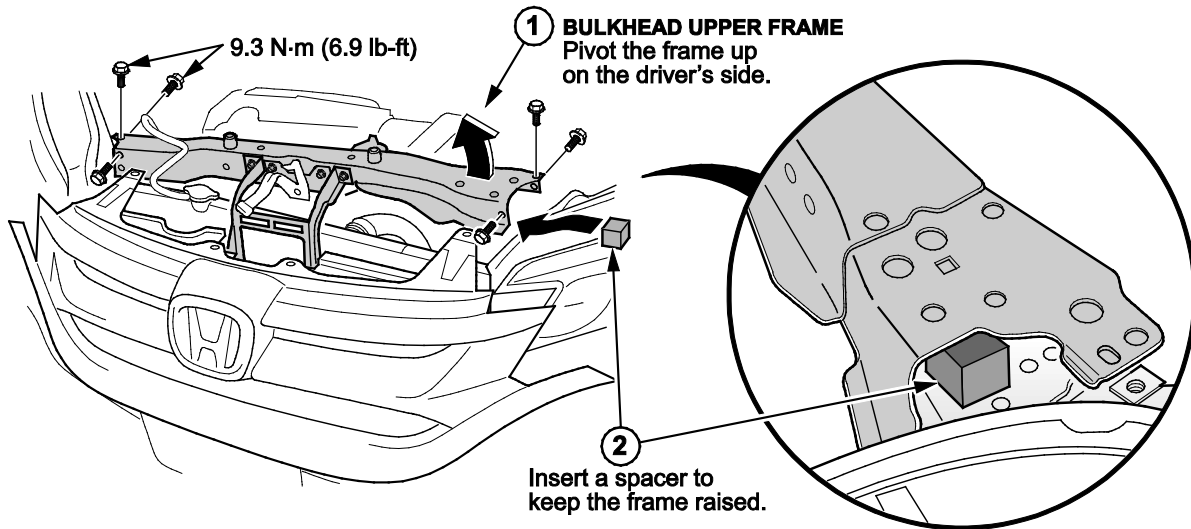
5. Remove radiator upper mount brackets.

**RADIATOR UPPER
MOUNT BRACKET**

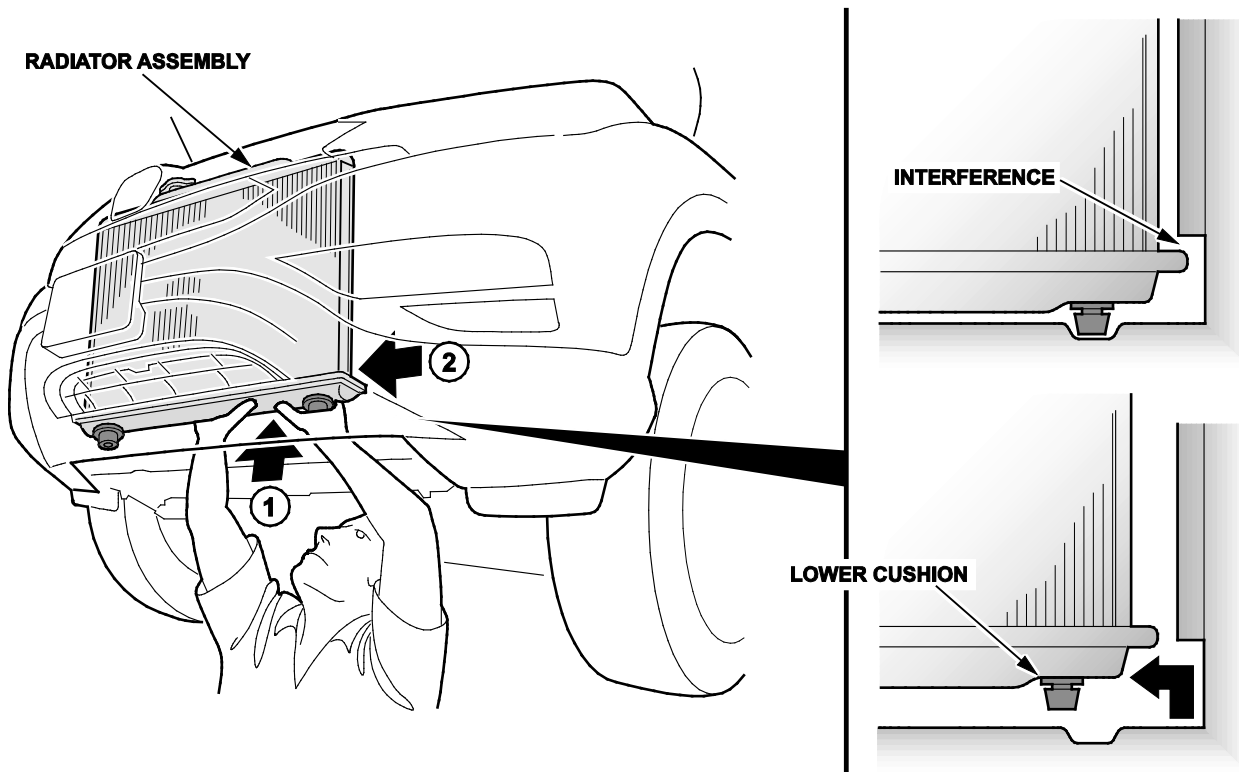
9.3 N·m (6.9 lb-ft)



6. Remove the bulkhead upper frame bolts and temporarily insert a spacer on the driver's side of the bulkhead.

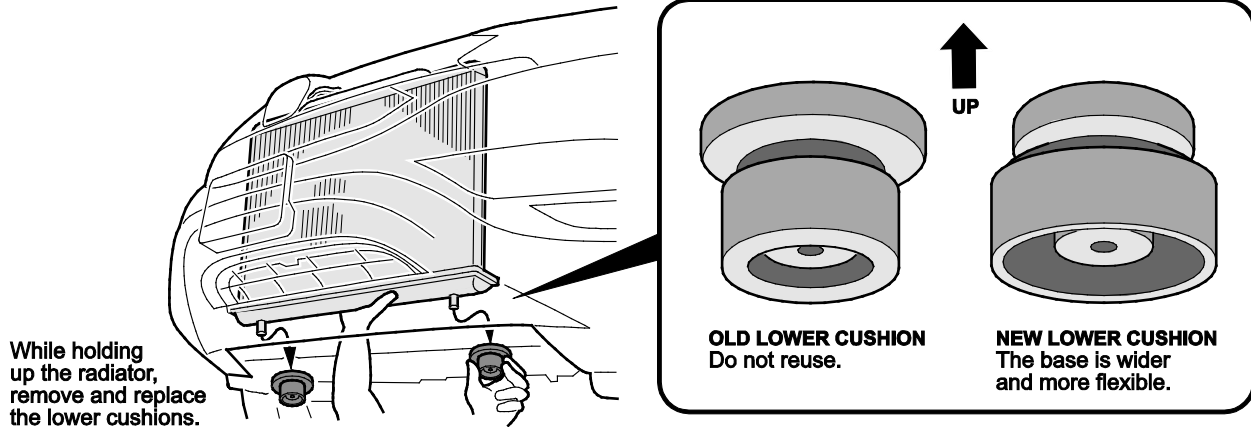


7. Raise the vehicle and remove the lower splash shield. Push the radiator assembly up, then towards the passenger side of the vehicle to gain better access to the lower radiator cushions.



8. Replace both lower mounting cushions.

NOTE: Make sure to install them correctly as shown.



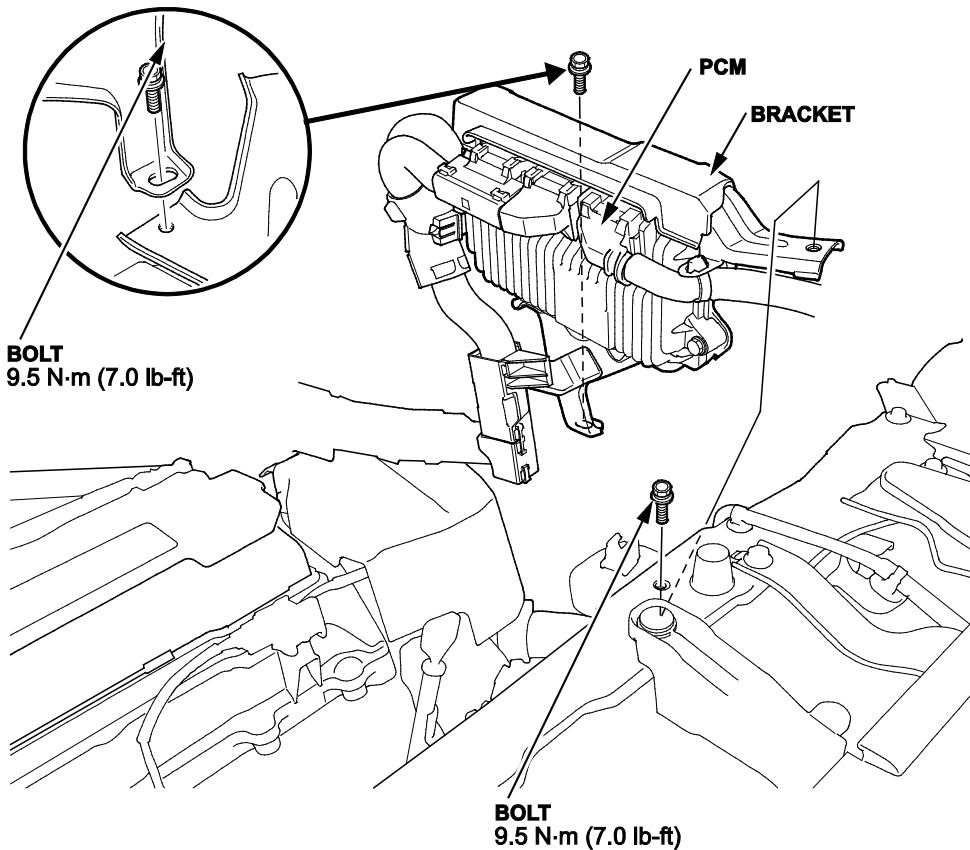
9. Reinstall splash shield and lower the vehicle.

10. Remove the 12-volt battery.

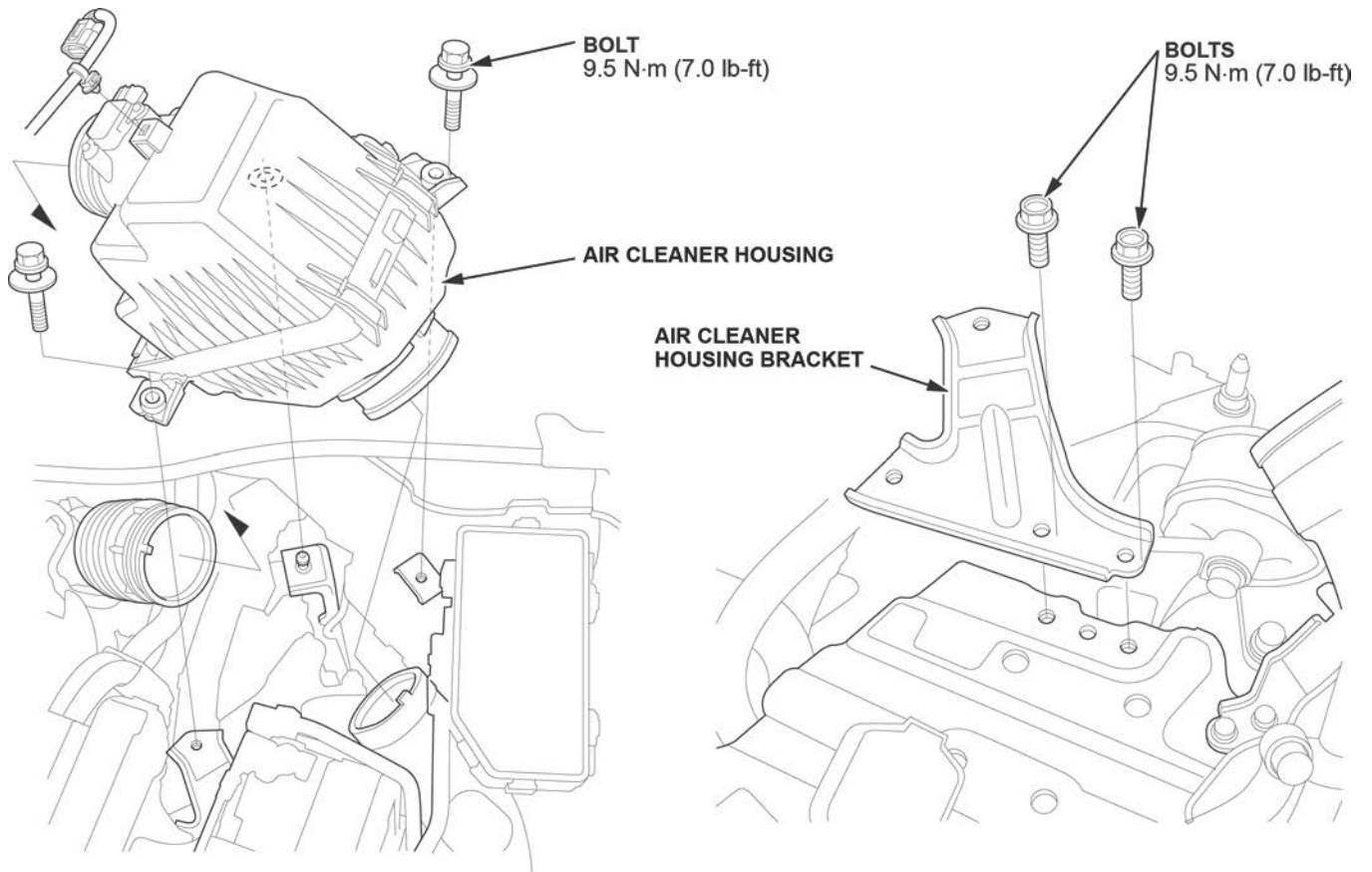
NOTE:

- Make sure the vehicle is turned to the OFF (LOCK) mode.
- Always disconnect the negative side first.
- To protect the 12-volt battery sensor connector from damage, do not hold it when removing the terminal.
- Do not disconnect the 12-volt battery sensor from the cable.
- For more information see the applicable service information.

11. Move the PCM with bracket.



12. Remove the air cleaner housing and the housing bracket.



13. Support the transmission with a jack and a wood block under the transmission.
14. Disconnect the ground cable then remove the transmission mount.

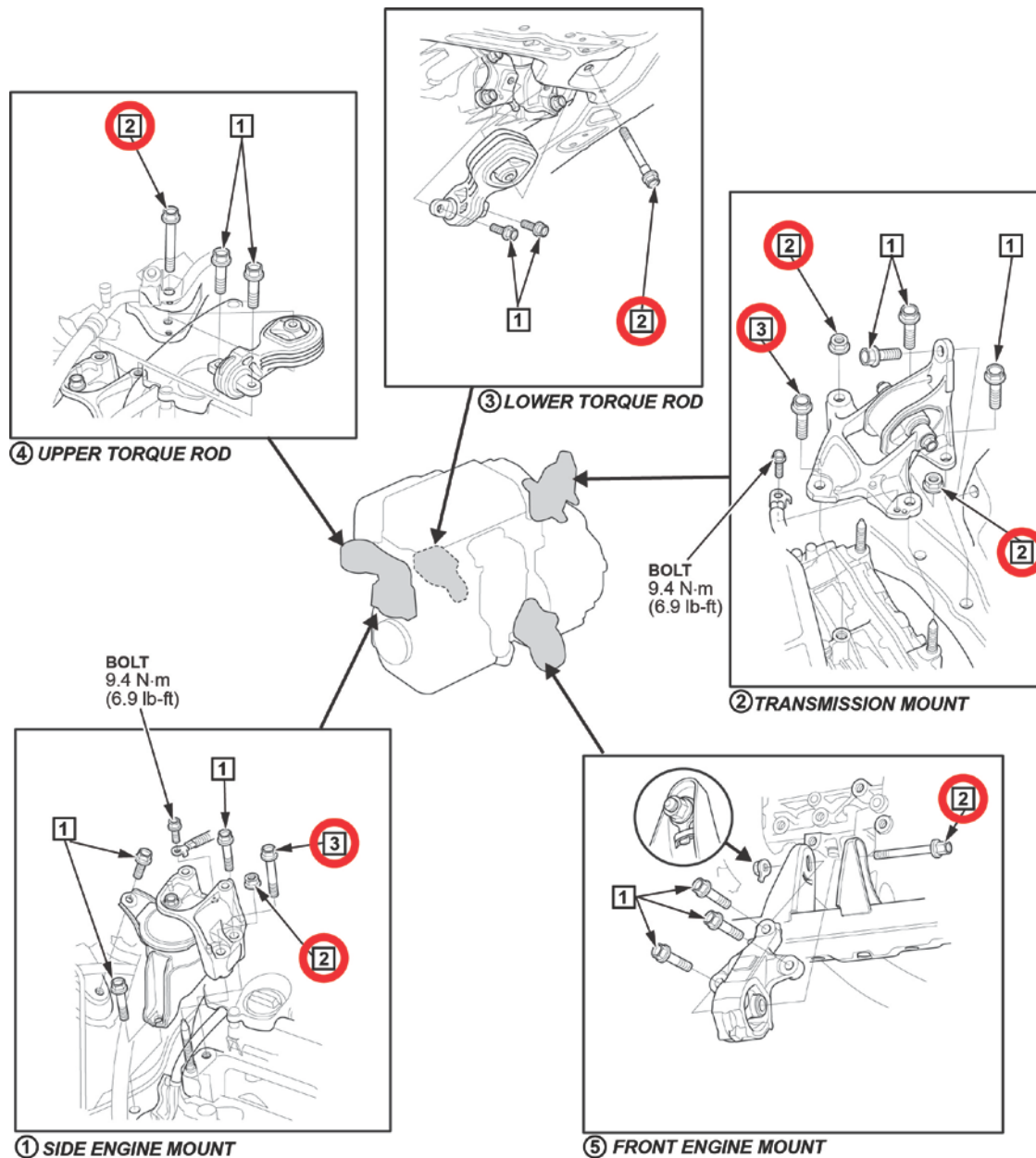
15. Install the new transmission mount in the reverse order of removal.

NOTE:

- Install the transmission mount leaving the highlighted bolts slightly loose.
- Loosen all highlighted bolts on the specific mounts.
- Then tighten all bolts and nuts in the sequence as shown below.

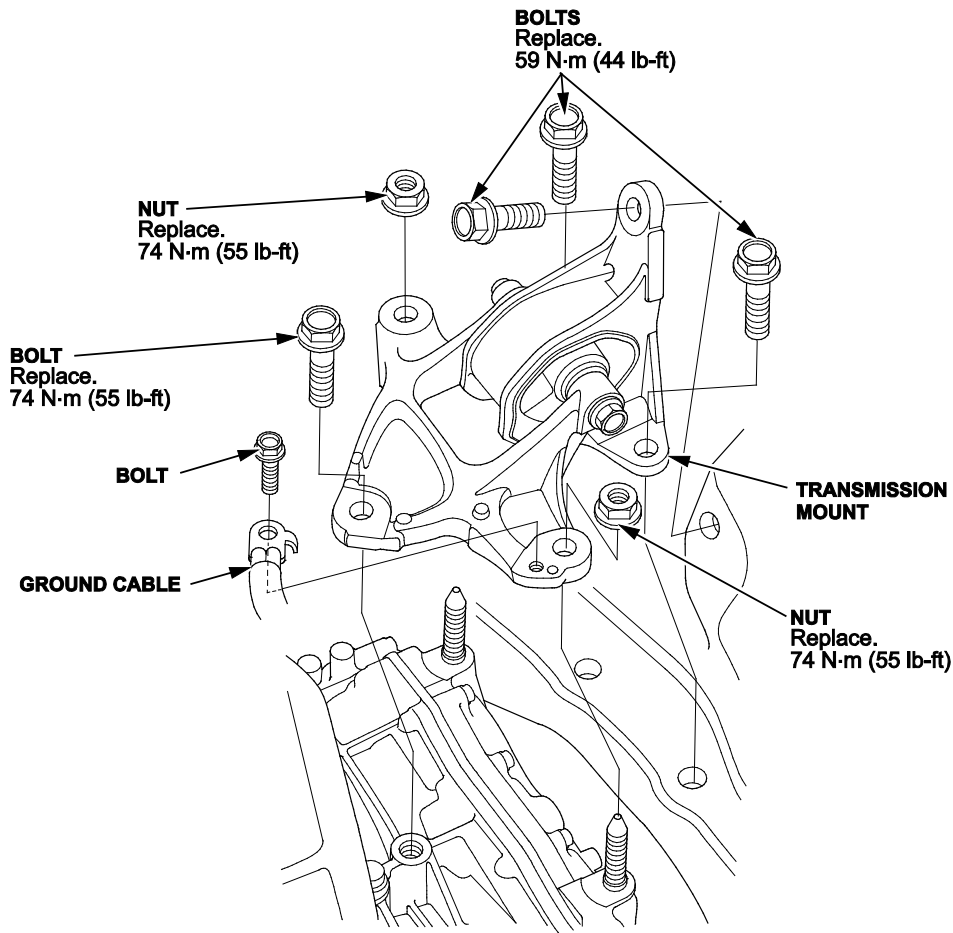
Tightening Sequence

Mount Removed	Mount Tightening Sequence
Side Engine Mount and Transmission	1, 2, 3, 4, and 5
Lower Torque Rod	3
Upper Torque Rod	4
Front Engine Mount	5



Tightening Torque

Mount No.	Mount Name	Mount Bolt/Nut Tightening Sequence		
		1	2	3
1	Side Engine Mount	64 N·m (6.5 kgf·m, 47 lb-ft)	74 N·m (7.5 kgf·m, 55 lb-ft)	74 N·m (7.5 kgf·m, 55 lb-ft)
2	Transmission Mount	59 N·m (6.0 kgf·m, 44 lb-ft) Replace.	74 N·m (7.5 kgf·m, 55 lb-ft) Replace.	74 N·m (7.5 kgf·m, 55 lb-ft) Replace.
3	Lower Torque Rod	88 N·m (9.0 kgf·m, 65 lb-ft)	93 N·m (9.5 kgf·m, 69 lb-ft)	
4	Upper Torque Rod	74 N·m (7.5 kgf·m, 55 lb-ft)	54 N·m (5.5 kgf·m, 40 lb-ft)	
5	Front Engine Mount	74 N·m (7.5 kgf·m, 55 lb-ft)	64 N·m (6.5 kgf·m, 47 lb-ft)	



16. Remove the temporary spacer and reinstall all parts in the reverse order of removal.
17. Install the new front head restraints, then recalibrate the seat weight sensors. Refer to the applicable service information.
18. *Touring model only*: Realign the radar unit. Refer to the applicable service information.

REPAIR PROCEDURE – DRIVING MODE 2

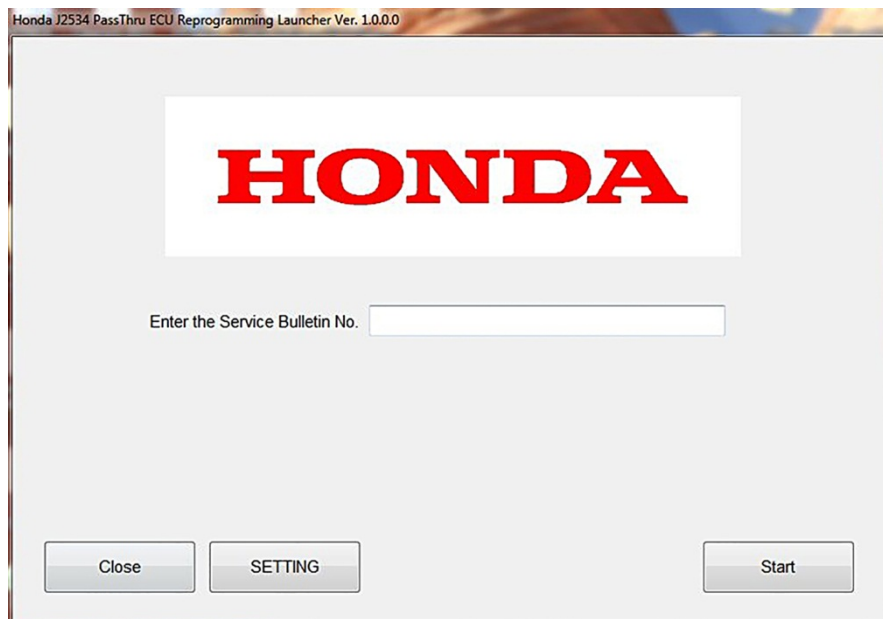
NOTE:

- You **must** make sure the service advisor has reviewed the Customer Information Statement for Driving Mode 2 with the customer **before** the software update is performed.
 - Verify that the service advisor has noted on the Customer Information Statement that he or she has reviewed the Customer Information Statement for Driving Mode 2 with the customer.
 - The completed Customer Information Statement must be retained for future records and attached to the Repair Order before doing the software update, as this software may have a small impact on fuel economy.
1. Update the PCM with the applicable PC application and the MongoosePro Honda.
 2. Click on J2534 Rewrite Special application from the shortcut on the desktop.



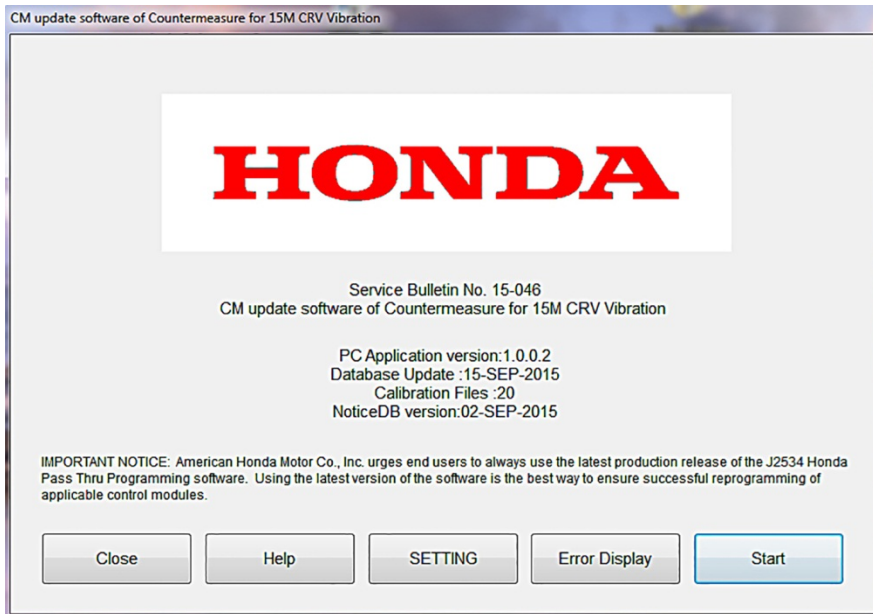
J2534 Rewrite
Special

3. Enter the service bulletin number, then select **Start**.



4. Make sure the information on the screen is correct, then click **Start**.

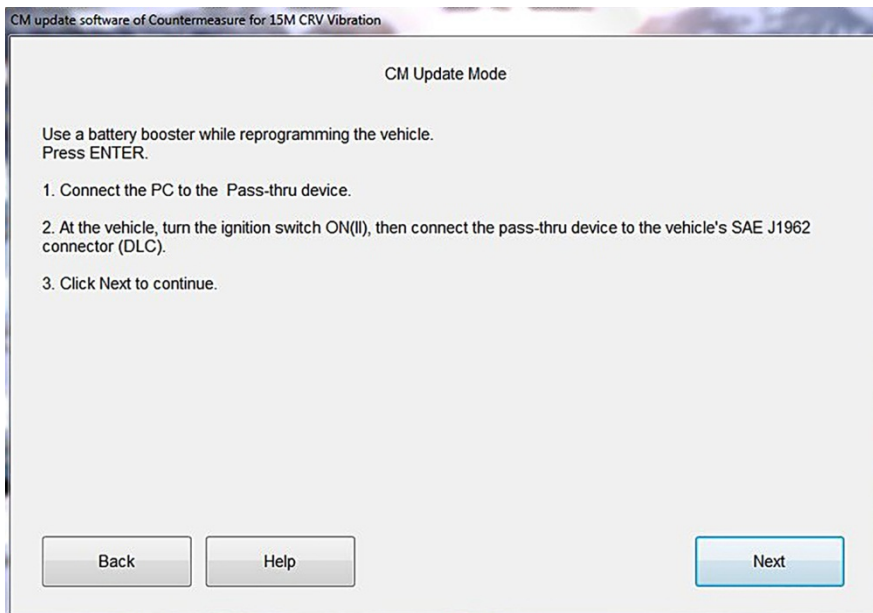
PC application Version 1.0.0.2
Database Update 15-SEP-2015
Calibration Files: 20
NoticeDB version 02-SEP-2015



5. Make sure to follow the instructions on the screen to do the update, then click **Next**.

NOTE:

- Connect the PC to the MongoosePro Honda.
- At the vehicle, turn the ignition to ON, then connect the MongoosePro Honda to the vehicle's DLC.
- Click **Next** to continue.



6. Make sure to answer all of the following questions according to the customer's concern and follow the directions prompted during the software update.

NOTE:

- You **must** make sure the service advisor has reviewed the Customer Information Statement for Driving Mode 2 with the customer **before** the software update is performed.
- Verify that the service advisor has noted on the Customer Information Statement that he or she has reviewed the Customer Information Statement for Driving Mode 2 with the customer.
- The completed Customer Information Statement must be retained for future records and attached to the Repair Order before doing the software update, as this software may have a small impact on fuel economy.

Tailgate Damper installation

1. Remove the tailgate upper and side trim panels.

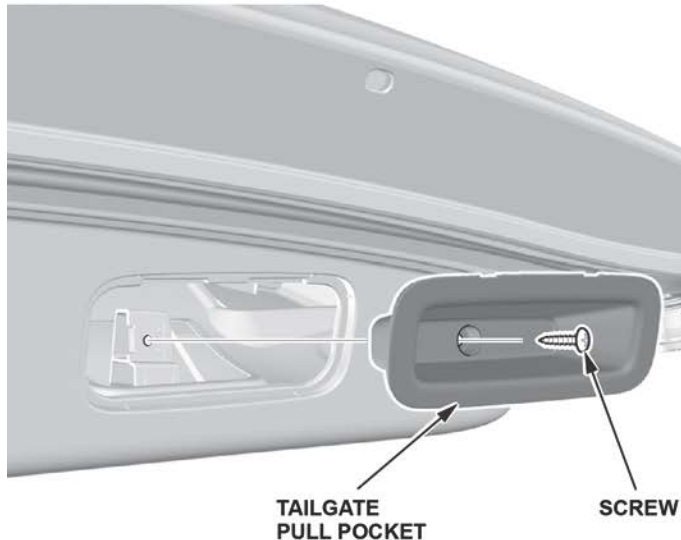


2. Remove the tailgate pull pocket.

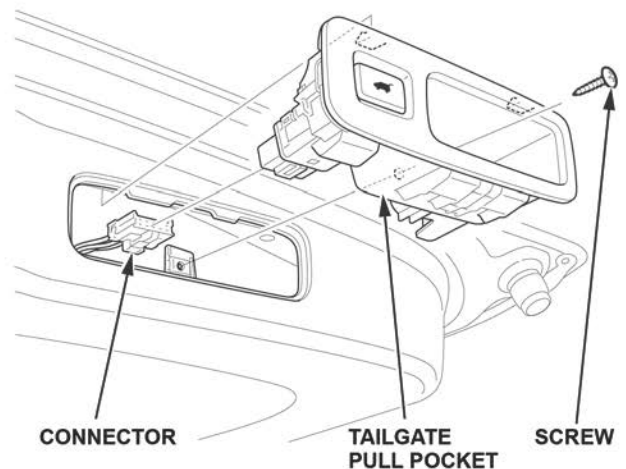
NOTE:

- Make sure to disconnect the connector on power tailgate-equipped vehicles.
- Be sure to use a trim removal tool to avoid damage.

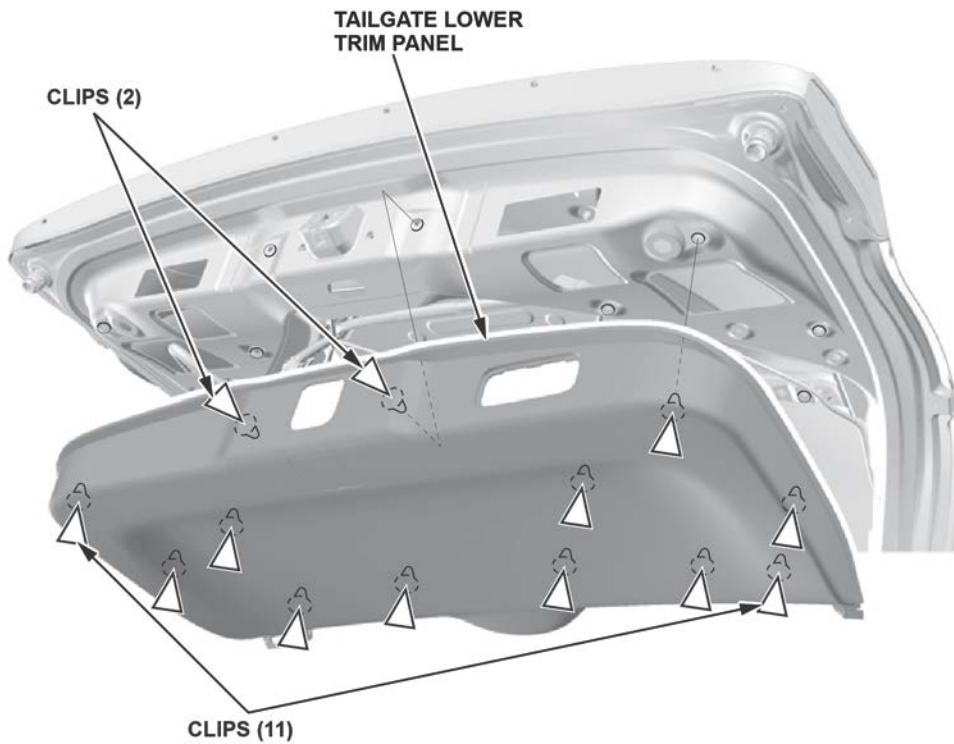
WITHOUT POWER TAILGATE



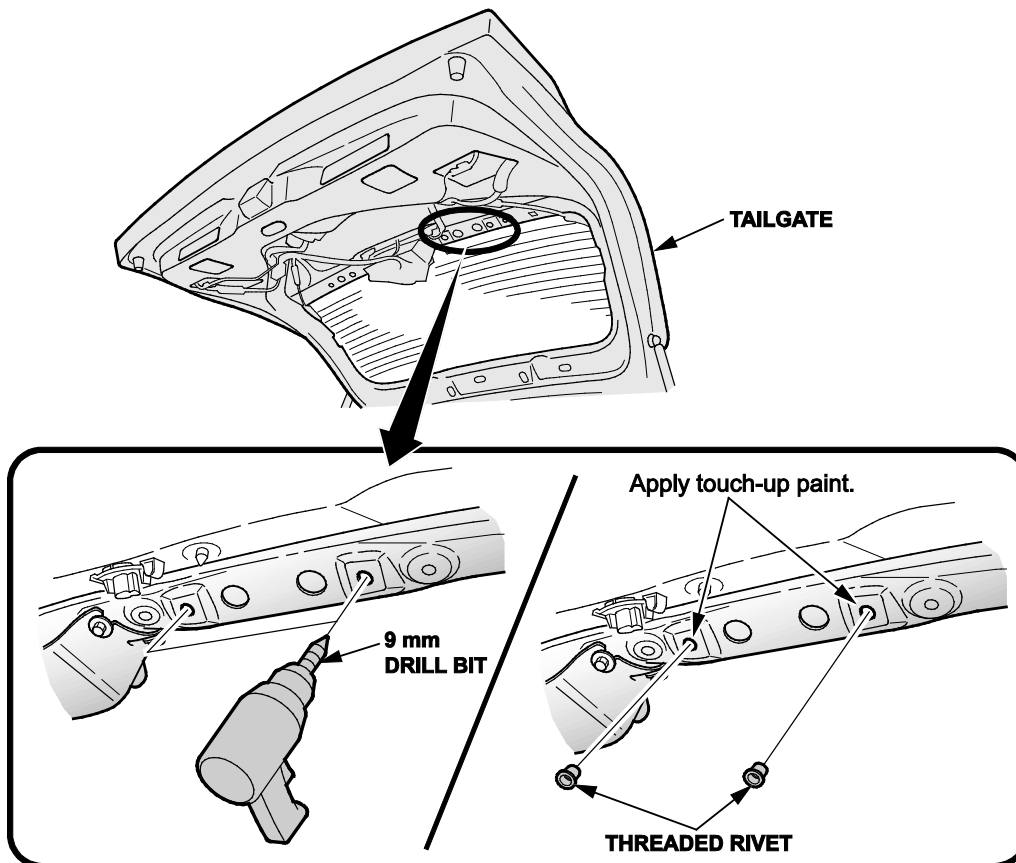
WITH POWER TAILGATE



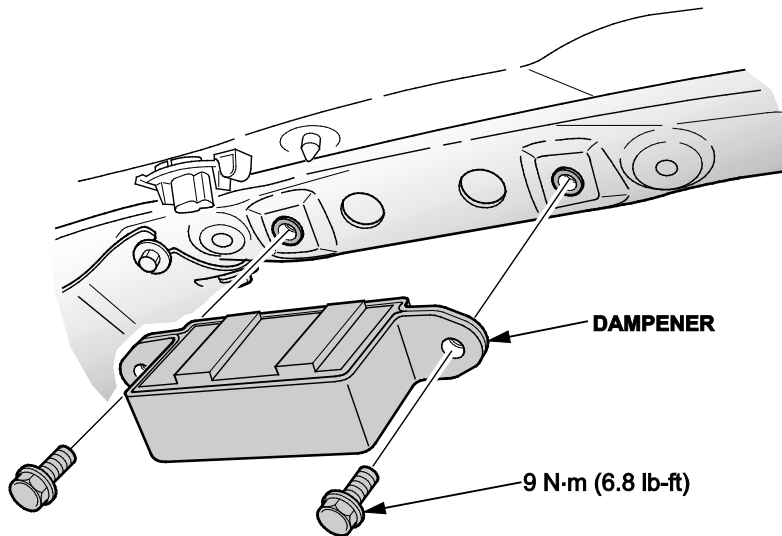
3. Remove the tailgate lower trim panel.



4. Enlarge the two mounting holes for the dynamic damper by drilling the hole from 7 mm to 9 mm. Remove any burrs.



5. Cover any exposed metal with touchup paint and allow it to dry.
6. Install two threaded rivets in the recently drilled holes (using special tool 07AAZ-000A125).
7. Install the damper on the tailgate and torque the bolts to **9 N·m (6.8 lb-ft)**.



8. Reinstall all tailgate trim panels in the reverse order of removal.
9. Replace the tailgate support struts.

NOTE:

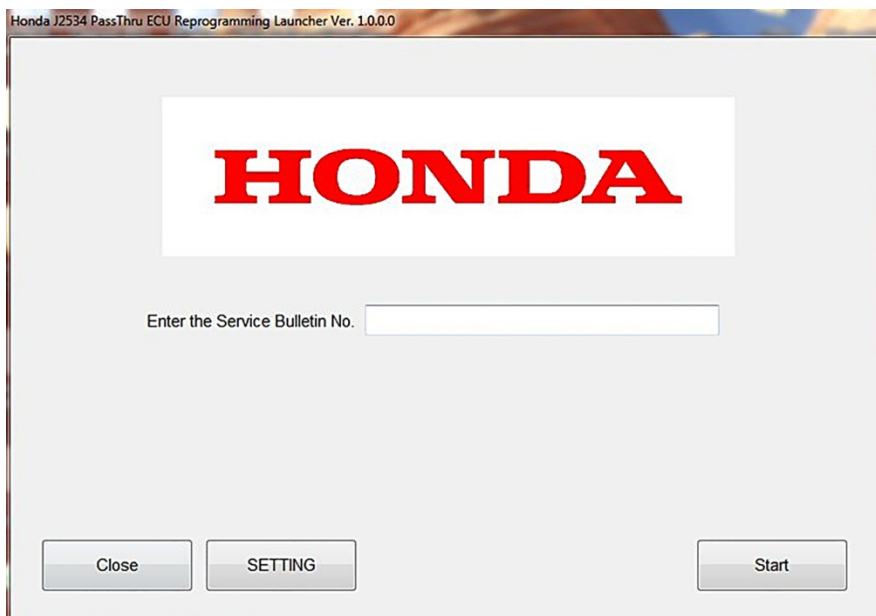
- Power tailgate and non-power tailgate struts are different.
- Have an assistant help you when removing and installing the tailgate support strut.

REPAIR PROCEDURE – DRIVING MODE 3

1. Update PCM software with the MongoosePro Honda.

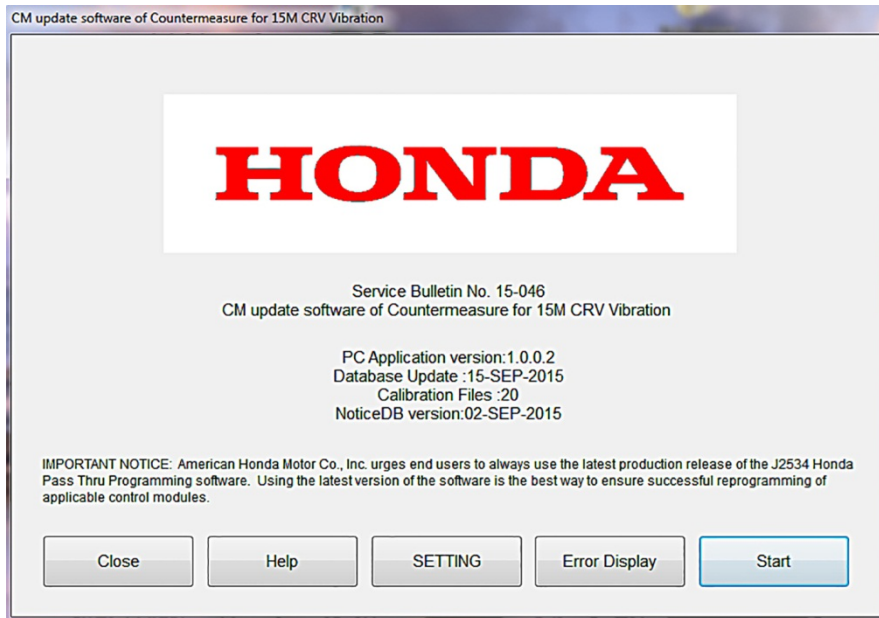
NOTE: Based on customer complaint, answer the questions in order to **ONLY** install Mode 3.

2. Enter the service bulletin number, then select **Start**.



3. Make sure the information on the screen is correct, then click **Start**.

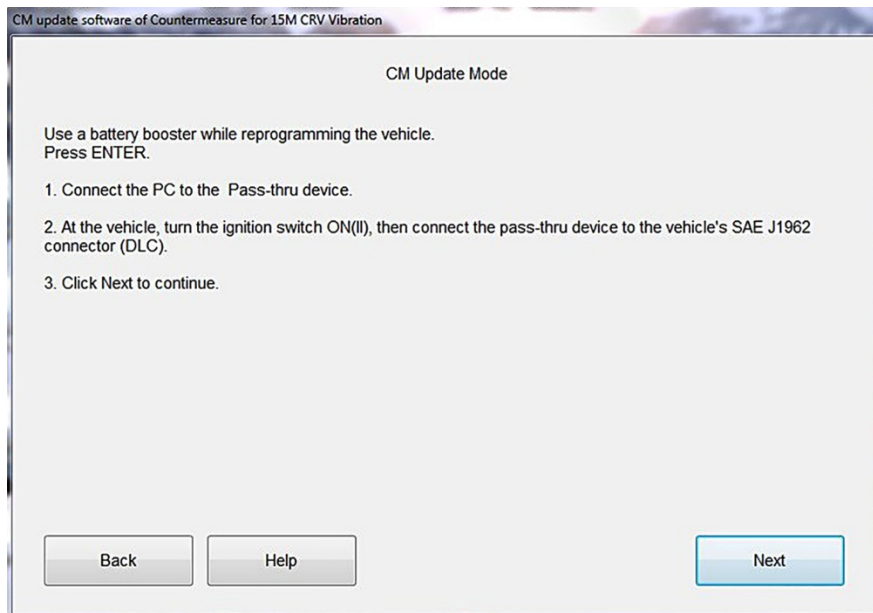
PC application Version 1.0.0.2
Database Update 15-SEP-2015
Calibration Files: 20
NoticeDB version 02-SEP-2015



4. Follow the instructions on the screen to do the update, then click **Next**.

NOTE:

- Connect the PC to the MongoosePro Honda.
- At the vehicle, turn the ignition to ON, then connect the MongoosePro Honda to the vehicle's DLC.
- Click **Next** to continue.



5. Be sure to answer all the following questions according to the customer's concern and follow the directions prompted during the software update.

END



Customer Information Statement

Dear Customer:

Honda is pleased to announce it has released a software update designed to reduce vibration in the 2015 CR-V when the vehicle is driven between 1,000–1,200 rpm (at takeoff) (“Software”). This is an **optional update** that can be installed in your vehicle if you happen to feel an unwanted amount of vibration through the driver’s seat when the car is operating in the driving condition described above.

Based on tests modeled after those developed by the EPA to calculate fuel economy ratings for new vehicles, Honda has determined the Software may have a very small impact on the fuel economy you achieve in your vehicle, in the order of approximately 0.70 mpg city/highway combined. We advise you of this potential impact so that you can make an informed decision as to whether to have the Software installed in your vehicle.

Please note that this estimated fuel economy impact is based on standardized tests designed to reflect “typical” driving conditions and driver behavior, but as the EPA has pointed out in connection with the ratings released for new vehicles, a number of factors can and do significantly impact the mpg consumers actually achieve, including:

- 1) How and where you drive, including road and environmental conditions.
- 2) Vehicle condition and maintenance, including vehicle loading and accessories.
- 3) Fuel variations.
- 4) Vehicle variations.
- 5) Engine break-in.

Please see https://www.fueleconomy.gov/feg/why_differ.shtml for further information.

If you have any further questions about the Software (or anything else having to do with your 2015 CR-V), please feel free to speak with your authorized Honda dealer, or contact Honda Automobile Customer Service directly, Monday through Friday, 6:00 am – 5:00 pm Pacific Time, at our toll-free number 1-800-999-1009, or via twitter at @HondaCustSvc.

Thank You!

Reviewed the Customer Information Statement with the customer and he or she has accepted the Repair Procedure for Driving Mode 2.

X_____

Service Advisor Signature

Date:_____

Reviewed the Customer Information Statement with the customer and he or she has declined the Repair Procedure for Driving Mode 2.

X_____

Service Advisor Signature

Date:_____

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation,

Case No. 2:15-md-2661

Judge Michael H. Watson
Magistrate Judge Deavers

This document relates to: ALL CASES

DECLARATION OF DR. ERIC WINKEL

I, Eric Winkel, declare the following under the penalty of perjury under the laws of the United States of America:

1. I am an employee of Design Research Engineering (D.R.E.) and have been since 2007. I am a Senior Project Engineer. D.R.E. is located in Novi, Michigan. I hold a doctorate in Mechanical Engineering from the University of Michigan, Ann Arbor. I am also a Registered Professional Mechanical Engineer in the State of Michigan. My curriculum vitae is attached hereto as Exhibit A.

2. The information set forth in this declaration is based either upon my own personal knowledge, or was created or collected by persons regularly in the employ of D.R.E. working under my direction. The persons who created and collected this information other than myself reported to me the information gathered and the contents of the information contained herein; wherefore, I state that the information contained in herein is true and correct according to information I created and information transmitted to me. If called as a witness, I could and would testify competently to such facts under oath.

3. D.R.E. was retained by American Honda Motor Co., Inc. (“AHM”) to evaluate the efficacy of three (3) “Product Enhancements” that are described on Service Bulletin 15-046, Ex. B hereto, and to inspect and test certain 2015 CR-V vehicles for degree and intensity of vibration in their vehicles, including some of plaintiffs’ vehicles as well as two exemplar vehicles. D.R.E. also tested the vibration levels in a number of competitor vehicles.

4. Although there are many different causes for vibration in vehicles, D.R.E.’s strategy was to test the absolute amount of vibration in each vehicle, and designed a scientifically reliable methodology by which to accomplish that goal.

A. Testing Methodology

5. To test the vehicles, we used equipment designed to measure human vibration exposure. Among other things, we used a Seat Vibration Dosimeter (Svantek SV38V), a Hand-arm Vibration Dosimeter (Svantek SV105), and seat frame and seat back accelerometers.

6. We used various types of instrumentation to record the vibration levels in these devices. For example, for the seat and hand/arm data logging, we used a Svantek SV106 with six channels, three of which were recording results obtained from the Svantek SV38V and three of which were recording results from SV105, at a rate of 6,000 samples per second.

7. To log the data obtained from the frame and seatback accelerometers, D.R.E. used a Pico-DAS-B data acquisition system made by EME Corp. It has four input channels and collected data at a rate of 6,000 samples per second. A digital switch closure on the Pico-DAS data acquisition system was utilized to trigger and synchronize other devices. In addition, we used a magnetic roof-mounted GPS device to record the speed, acceleration, and path of the vehicle, and digital cameras mounted on the vehicle interior to video-document the testing. Video was recorded via the use of a VideoBox (RaceLogic) data and video logger into which

was connected to the GPS receiver, the dash and steering wheel video cameras, the vehicle's CAN-Bus (to record throttle, RPM and steering).

8. The equipment used by D.R.E. is standard equipment recognized by experts in the field as being reliable for collecting, measuring, recording and documenting the information and test methodology noted above.


9. D.R.E. tested a number of plaintiffs' vehicles. D.R.E. also tested two exemplar 2015 CR-V vehicles (one of which was tested before and after the installation of the appropriate Product Enhancement). D.R.E. also tested competitor vehicles (*e.g.*, two Nissan Rogues, a Jeep Patriot (2WD), a Jeep Patriot (4WD), a Ford Escape, and a Toyota Rav 4) using the same instrumentation and test protocols.

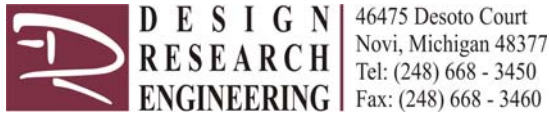
B. Testing Results

Exhibit C contains results of the testing, which reveal the following information. Driver exposure to vibration in the 2015 CR-V vehicles is: (1) comparable to (and in many cases less than) competitor vehicles; (2) of sufficiently low magnitude that it would not be expected to cause any discomfort based on established thresholds (both before and after installation of the Product Enhancements); and (3) specifically reduced in the idle condition with the installation of the Mode 1 Product Enhancement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 9, 2017 at Novi, Michigan.

By: 
Eric S. Winkel, Ph.D., P.E.



Eric S. Winkel, Ph.D., P.E., CFEI

Professional Specialization

Specializes in marine engineering design, vessel and component design analysis, and failure investigation related to marine incidents. Performed accident investigation and accident reconstruction involving watercraft ranging from personal watercraft to large commercial vessels. Extensive experience designing and executing experimental research aimed at the evaluation of full vehicle, system-level, and component-level performance on everything from watercraft to motorcycles to passenger vehicles. Also specializes in fluid mechanics, acoustics, dynamics and vibrations, structural analysis, and fracture mechanics along with other mechanical and marine engineering disciplines. Expertise and experience as a fire and explosion investigator.

Investigated, studied, and published on human kinematics and injury mechanics related to marine, automotive, and motorsports incidents. Past investigations related to injury causation analysis have ranged from spinal injuries to propeller strikes to slip and fall incidents.

Authored numerous technical articles on a variety of engineering disciplines and presented the results findings of his research to various professional associations. Worked on the development of instructional materials and information systems such as operator manuals and warning labels, related to recreational watercraft and motorsports products.

Professional Background

B.S.E. (Mechanical Engineering), University of Michigan - Ann Arbor, 2003

M.S.E (Mechanical Engineering) University of Michigan - Ann Arbor, 2004

Ph.D. (Mechanical Engineering) University of Michigan - Ann Arbor, 2007

Senior Project Engineer,

Design Research Engineering

2010-present

Project Engineer,

Design Research Engineering

2007- 2010

Research Assistant,

Department of Mechanical Engineering, University of Michigan, Ann Arbor, MI

2003-2007

Undergraduate Research Assistant,

Department of Mechanical Engineering, University of Michigan, Ann Arbor, MI

2001-2003

Professional Licensure and Certification

Registered Professional Mechanical Engineer, Michigan, #6201061021

Certified Fire and Explosion Investigator (CFEI) #22182-12732

Certified Technician, American Boat and Yacht Council (Marine Electrical)

Certified Technician, American Boat and Yacht Council (Marine Systems)

Honors

Magna cum Laude, University of Michigan

Rackham Merit Fellowship, University of Michigan

Continuing Education

- NASBLA Staged Boat Collisions (Sep 2007, Sep 2008, May & Sep 2009, Chester, VA)
- Training Seminar and Certification for the English XL Tribometer (Jan 2008, Tampa, FL)
- ASTM Conference on Pedestrian Safety (Jan 2008, Tampa, FL)
- NTSB Marine Accident Investigation – MS101 (Jan 2009)
- Faro Laser Scanner LS – Training Program (Dec 2009, Novi, MI)
- Chesapeake Power Boat Symposium (Mar 2010, Annapolis, MD)
- International Boatbuilder’s Exhibition and Conference and Boating Industry Risk Management Council meetings (Oct, 2010 Louisville, KY)
- West Systems, Professional Level Workshop on Boat Repair (Oct 2011)
- International Boatbuilder’s Exhibition and Conference, 3-day Educational Seminars (Oct 17-19, 2011)
- Advanced Marine Fire Investigation Course (May 29-30, 2014, Sayreville, NJ)
- SAE 2015 World Congress & Exhibition (Apr 21-23, 2015, Detroit, MI) – *technical paper presented*
- ABYC Marine Electrical Certification (Apr 19-22, 2016, Norfolk, VA)
- ABYC Marine Systems Certification (Aug 13-16, 2016, Sturtevant, WI)
- National Fire investigator Training Program (Mar 13-16, 2017, Richmond, KY)

Memberships and Affiliations

Member, Acoustical Society of America
Member, Society of Automotive Engineers
Member, Society of Naval Architects
Member, National Association of Fire Investigators
Member, American Boat and Yacht Council
Technical Paper Reviewer, Society of Automotive Engineers
Technical Paper Reviewer, Traffic Injury Prevention

Papers in Refereed Journals, Conferences and Symposium Proceedings

- “Focus Headform Testing Used to Evaluate Head Injury Risk for Ejected Riders of Personal Watercraft,” Proceedings of the International Mechanical Engineering Congress & Exposition, American Society of Mechanical Engineers, IMECE 2017-72676, Nov 2017, Tampa, Florida (with C. Mkandawire, N.A. White, and E. Schatz) (as submitted for press)
- “Evaluation of Air Bag Electronic Sensing System Collision Performance through Laboratory Simulation,” Society of Automotive Engineers World Congress & Exhibition Occupant Protection: Safety Test Methodology, 2015 (with D. E. Toomey and R. Krishnaswami)
- “Assessment of Compressive Thoracolumbar Injury Potential and Influence of Seat Cushions on Vertical Impact Loading of a Seated Occupant,” *Society of Automotive Engineers Int. J. Passeng. Cars – Mech. Syst.*, 2015 (with D. E. Toomey and R. K. Taylor)
- “Turbulence Profiles from a Smooth Flat-Plate Turbulent Boundary Layer at High Reynolds Number,” *Experimental Thermal and Fluid Science*, 2012 (With J. M. Cutbirth, M. Perlin, S. L. Ceccio, and D. R. Dowling)
- “The Mean Velocity Profile of a Smooth Flat-Plate Turbulent Boundary Layer at High Reynolds Number,” *Journal of Fluid Mechanics*, 2010 (with G. F. Oweis, J. M. Cutbirth, S. L. Ceccio, M. Perlin, and D. R. Dowling)
- “High-Reynolds-number Turbulent-Boundary-Layer Wall Pressure Fluctuations with Dilute Polymer Solutions,” *Physics of Fluids*, 2010 (with B. R. Elbing., S. L. Ceccio, M. Perlin, and D. R. Dowling).
- “Vehicle Chassis, Body, and Seat Buckle Acceleration Responses in the Vehicle Crash Environment,” *Society of Automotive Engineers Int. J. Passeng. Cars – Mech. Syst.*, 2(1): 1151-1170, 2009 (with D. E. Toomey, E. M. Paddock, and R. Burnett)
- “High-Reynolds-Number Turbulent Boundary Layer Friction Drag Reduction from Wall-Injected Polymer Solutions,” *Journal of Fluid Mechanics*, 2009 (with G. Oweis, S. A. Vanapalli, D. R. Dowling, M. Perlin, M. J. Solomon, and S. L. Ceccio)

- “Degradation of Homogeneous Polymer Solutions in Large Diameter, High Shear Turbulent Pipe Flow,” *Experiments in Fluids*, 2009 (with B. R. Elbing, M. J. Solomon, and S. L. Ceccio)
- “Bubble-Induced Skin-Friction Drag Reduction and the Abrupt Transition to Air-Layer Drag Reduction,” *Journal of Fluid Mechanics*, 2008 (with B. R. Elbing, K. A. Lay, S. L. Ceccio, D. R. Dowling, and M. Perlin)
- “High-Reynolds-Number Turbulent-Boundary-Layer Wall Pressure Fluctuations with Skin-Friction Reduction by Air Injection,” *Journal of the Acoustical Society of America*, 2008 (with B. R. Elbing, S. L. Ceccio, M. Perlin, and D. R. Dowling).
- “Investigation of Drag Reduction Methods by Air Injection beneath a Turbulent Boundary Layer at High-Reynolds-Number,” 6th International Conference on Multiphase Flow, Leipzig, Germany, 2007 (with B. R. Elbing, M. Perlin, D. R. Dowling, and S. L. Ceccio)
- “On Using Cross-correlations of Turbulent Flow-induced Ambient Vibrations to Estimate the Structural Impulse Response: Applications to Structural Health Monitoring,” *Journal of the Acoustical Society of America*, 2007 (with K. G. Sabra, D. A. Bourgoyne, B. R. Elbing, S. L. Ceccio, M. Perlin, and D. R. Dowling).
- “Friction Drag Reduction at High Reynolds Numbers with Wall Injected Polymer Solutions,” 26th Naval Hydrodynamics Symposium, Sep 2006, Rome, Italy (with G. F. Oweis, S.A. Vanapalli, D. R. Dowling, M. Perlin, M. J. Solomon, and S. L. Ceccio).
- “Bubble Friction Drag Reduction in a High Reynolds Number Flat Plate Turbulent Boundary Layer,” *Journal of Fluid Mechanics*, Volume 552, 2006 (with W. C. Sanders, D. R. Dowling, M. Perlin, and S. L. Ceccio).
- “High-Reynolds-Number Turbulent-Boundary-Layer Surface Pressure Fluctuations with Bubble or Polymer Additives,” International Mechanical Engineering Congress and Exposition, American Society of Mechanical Engineers, 2005, Orlando, FL (with B. R. Elbing, D. R. Dowling, M. Perlin, and S. L. Ceccio).
- “Turbulent Boundary Layer Drag Reduction at High Reynolds Numbers with Wall-Injected Polymer Solution,” International Conference on Fast Sea Transport, June 2005, St. Petersburg, Russia (with D. R. Dowling, M. Perlin, and S. L. Ceccio).
- “Influence of Bubble Size on Micro-Bubble Drag Reduction,” International Conference on Fast Sea Transport, June 2005, St. Petersburg, Russia (with X. Shen, S. L. Ceccio, and M. Perlin).
- “Drag Reduction by a Homogenous Polymer Solution in Large Diameter, High Shear Pipe Flow,” 2nd International Symposium on Seawater Drag Reduction, May 2005, Busan, Korea. (with G. C. Garwood, S. Vanapalli, B.R. Elbing, D. T. Walker, S. L. Ceccio, M. Perlin, and M. J. Solomon)
- “Bubble-size Distributions Produced by Wall Injection of Air into Flowing Freshwater, Saltwater, and Surfactant Solutions,” *Experiments in Fluids*, Volume 37, 2004 (with S. L. Ceccio, D. R. Dowling, and M. Perlin)
- “Bubble Drag Reduction at Large Scales and High Reynolds Numbers,” 25th Symposium on Naval Hydrodynamics, Aug 2004, St. Johns, Newfoundland (with W. C. Sanders, J. Cho, E. Ivy, R. Etter, D. R. Dowling, M. Perlin, and S. L. Ceccio).

Conference, Meeting or Symposium Papers & Presentations

- “Mean Profile of a high-Reynolds-number Smooth-flat-plate Turbulent Boundary Layer,” American Physical Society – Division of Fluid Dynamics, 2010, Long Beach, CA (with D. R. Dowling, G. F. Oweis, J. M. Cutbirth, S. L. Ceccio, and M. Perlin)
- “Air Layer Drag Reduction,” American Physical Society, Division of Fluid Dynamics, 2008, San Antonio, TX (with S. L. Ceccio, B. R. Elbing, D. R. Dowling and M. Perlin).
- “Air Layer Drag Reduction,” American Physical Society – Division of Fluid Dynamics, 2007, Salt Lake City, UT (with B. R. Elbing, M. Perlin, D. R. Dowling, S. L. Ceccio).
- “Near-wall PTV Measurements in a High-Reynolds-Number Flat-plate Turbulent Boundary Layer,” American Physical Society, Division of Fluid Dynamics, 2007, Salt Lake City, UT (with G. F. Oweis, M. Perlin, S. L. Ceccio, and D. R. Dowling).

“High-Reynolds-Number Flat-Plate Turbulent Boundary Layer Measurements,” American Physical Society Division of Fluid Dynamics, November 2006, Tampa Bay, FL (with J. M. Cutbirth, M. Perlin, S. L. Ceccio, and D. R. Dowling).

“Structural Monitoring from Noise Cross-Correlation,” Acoustical Society of America, Summer Meeting, Jun 2006, Providence, RI (with K. G. Sabra, D. A. Bourgoyne, D. R. Dowling, S. L. Ceccio, M. Perlin, and W. A. Kuperman).

“PIV and LIF Measurements of a Turbulent Boundary Layer with Injected Drag-reducing Polymers at High Reynolds Numbers,” American Physical Society, Division of Fluid Dynamics, 2005, Chicago, IL (with G. Oweis, D. R. Dowling, M. Perlin, and S. L. Ceccio).

“Development of a micro-PIV/ LIF System for the Study of High Reynolds Number Turbulent Boundary Layers,” American Physical Society, Division of Fluid Dynamics, Nov 2004, Seattle, WA (with G. F. Oweis, D. R. Dowling, S. L. Ceccio).

“Bubble Size Measurements for Air Injected into a Turbulent Boundary Layer in Fresh Water, Salt Water, and Surfactant Solutions,” American Physical Society, Division of Fluid Dynamics, Nov 2004, Seattle, WA (with S. L. Ceccio, D. R. Dowling, and M. Perlin).

“Drag Reduction in High Shear Turbulent Pipe Flow,” American Physical Society, Division of Fluid Dynamics, Nov 2004, Seattle, WA (with G. Garwood, D. Walker, and S. L. Ceccio)

“High-Reynolds-Number Turbulent Boundary Layer Pressure Fluctuations With and Without Bubbles,” American Physical Society, Division of Fluid Dynamics, Nov 2003, East Rutherford, NJ (with W. C. Sanders, S. L. Ceccio, D. R. Dowling, and M. Perlin).

“Bubble Friction Drag Reduction at High Reynolds Number,” American Physical Society, Division of Fluid Dynamics, Nov 2003, East Rutherford, NJ (with W. C. Sanders, E. Ivy, J. Cho, S. L. Ceccio, D. R. Dowling, and M. Perlin).

“Flat Plate Turbulent Boundary Layer Measurements at High Reynolds Numbers,” American Physical Society Division of Fluid Dynamics, Nov 2002, Austin, TX (with W. C. Sanders, C. Judge, E. Ivy, S. L. Ceccio, D. R. Dowling, and M. Perlin).

“Turbulent Boundary Layer Pressure Fluctuations at Large Scales and High Reynolds Number,” Acoustical Society of America, Jun 2002, Pittsburgh, PA (with W. C. Sanders, C. Judge, D. R. Dowling, M. Perlin, and S. L. Ceccio)

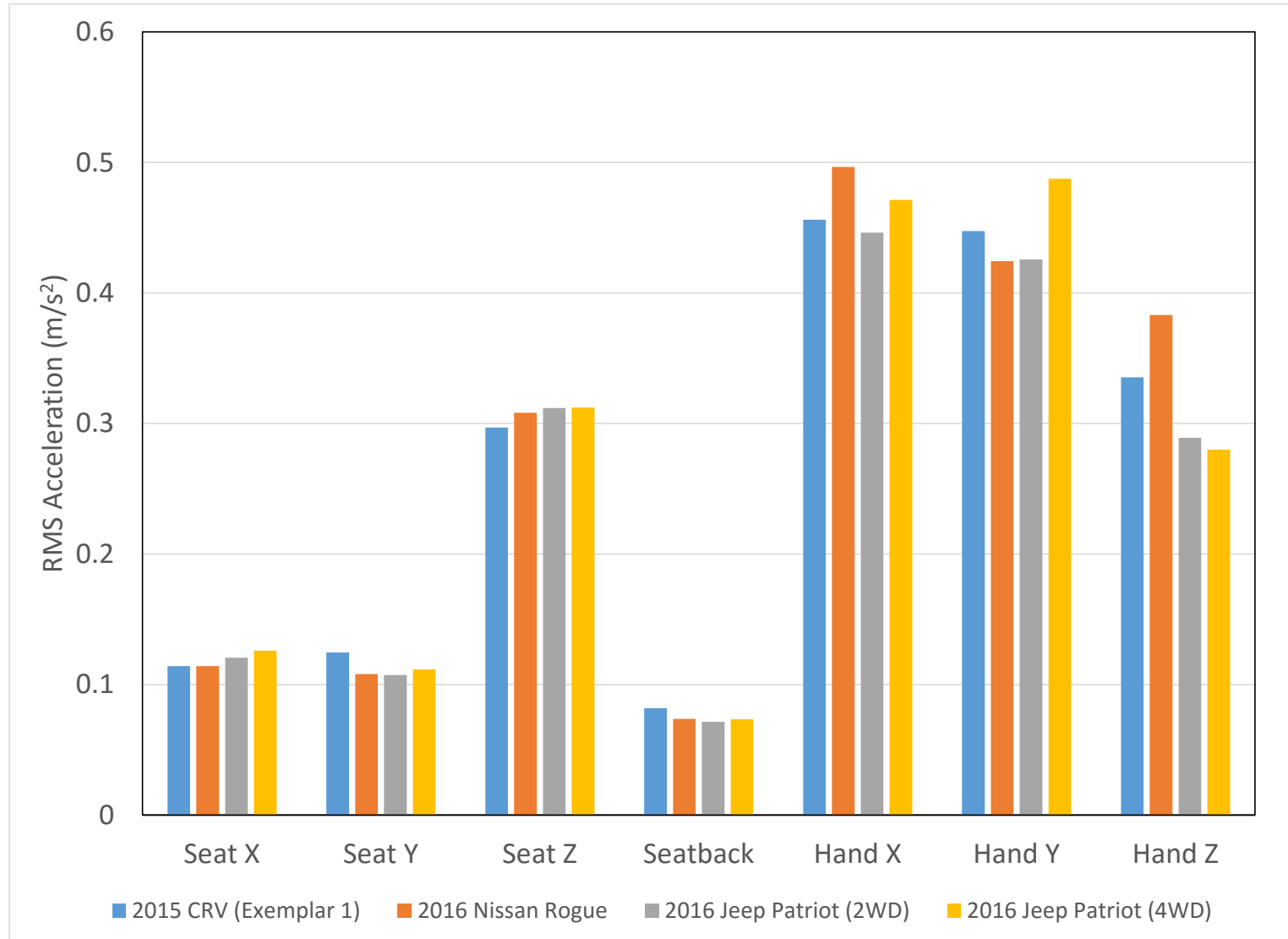
University Reports (non-refereed)

“Air-layer Induced Skin-friction Drag Reduction,” University of Michigan Department of Naval Architecture and Marine Engineering, 2007, Report 352 (with B. R. Elbing, K. A. Lay, S. L. Ceccio, D. R. Dowling, and M. Perlin).

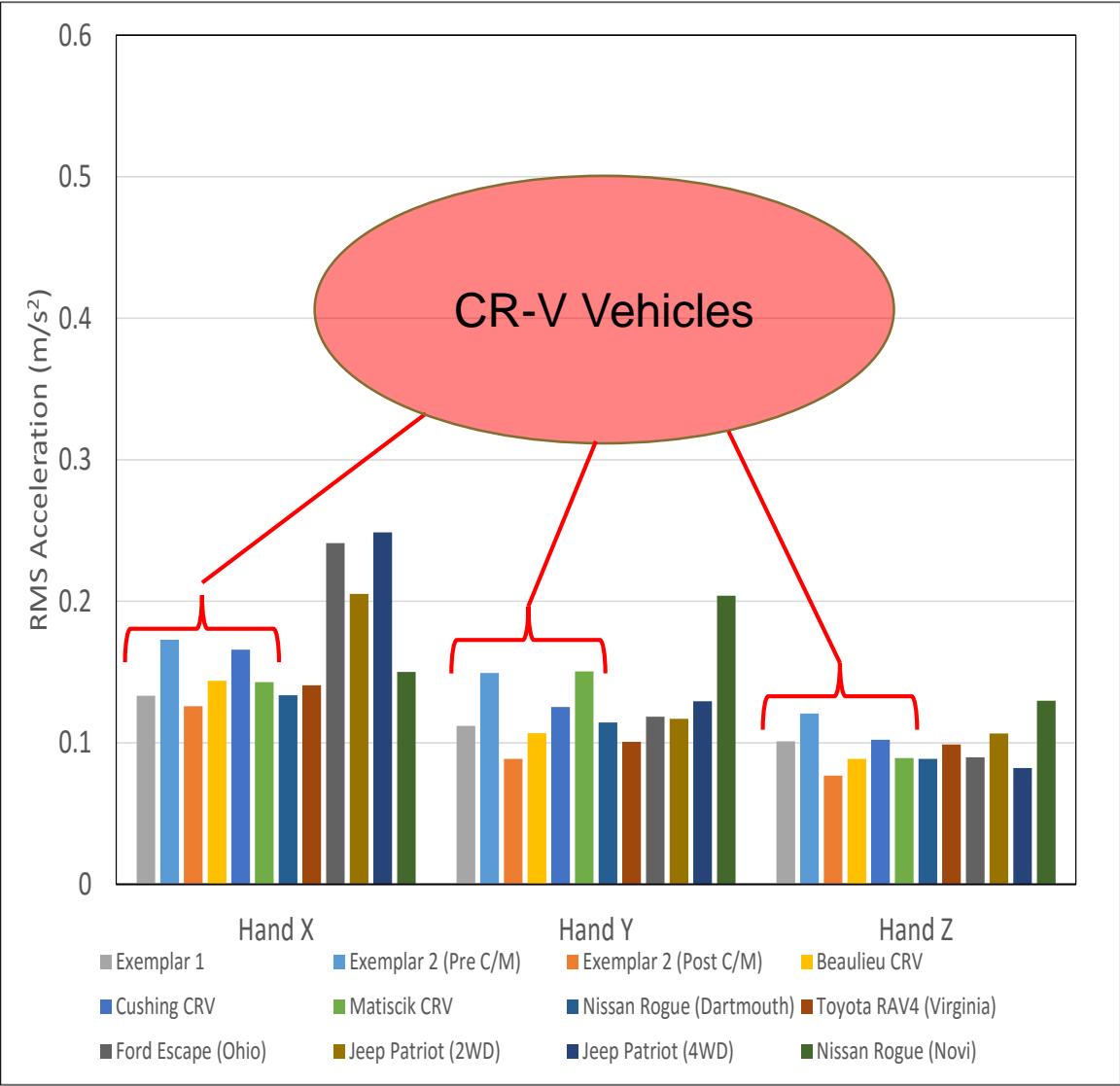
Doctoral Dissertation

“High Reynolds Number Turbulent Boundary Layer Measurements and Skin-friction Drag Reduction with Gas or Polymer Injection,” The University of Michigan, Ann Arbor, MI, January 2007.

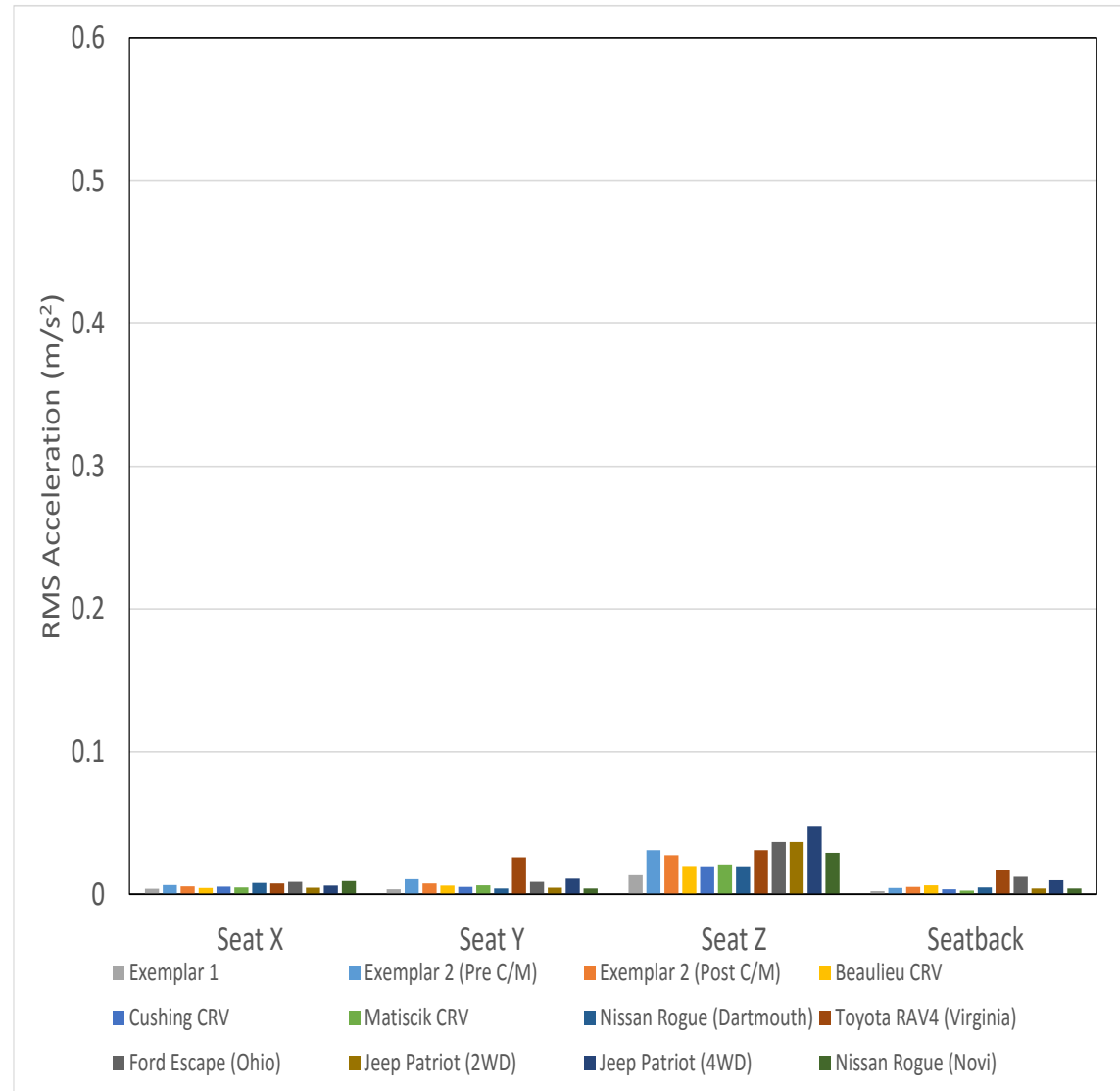
Vehicle Testing – Results (Overall Vibration Exposure)



Vehicle Testing – Overall Hand Vibrations



Vehicle Testing – Idle Seat & Seatback Vibrations



Vehicle Testing – Results (Idle Vibration Pre- and Post C/M)

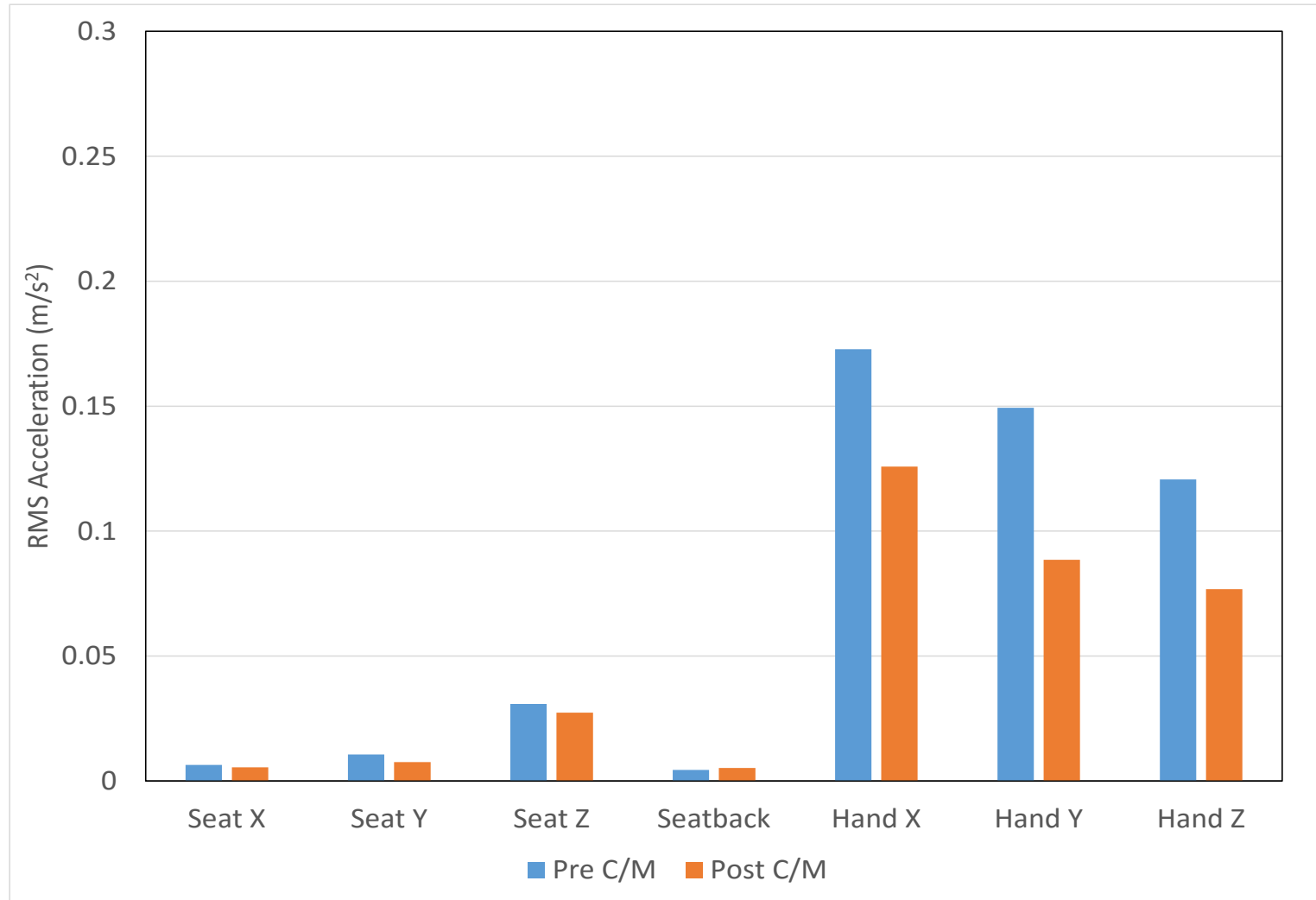


EXHIBIT C

EXECUTION COPY



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CENTURY CITY	LOS ANGELES	SYDNEY
CHICAGO	MUNICH	TOKYO
DALLAS	NEW YORK	WASHINGTON, D.C.
GENEVA	PALO ALTO	
FOUNDED 1866		

DATE

Mr. Jeffrey B. Sessions (or states attorney general, as the case may be)
Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Re: Notice of Class Action Settlement under 28 U.S.C. § 1715
In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales
Practices Litigation, MDL No. 2661, (S.D. Ohio)

Dear Attorney General Sessions:

This firm represents American Honda Motor Co., Inc. (“Honda.”) Honda is a defendant in the above-referenced multi-district litigation, now pending in the United States District Court for the Southern District of Ohio before the Honorable Michael H. Watson. Under 28 U.S.C. § 1715, part of the Class Action Fairness Act of 2005, Honda serves you this notice that a proposed settlement of class actions consolidated in this multi-district litigation has been filed with the Court.

The proposed settlement will resolve claims arising from disputed allegations that Honda’s model-year 2015 CR-V is subject to substantial vibration and that Honda acted improperly in addressing and advertising vibration related repairs. The settlement, if approved, resolves all claims of the named class representative plaintiffs and all claims for injunctive and declaratory relief of all members of the settlement class relating to the sufficiency of notice and the existence and availability of product enhancements made available by Honda to address the alleged vibration. Honda does not believe Plaintiffs’ claims are meritorious but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of litigation.

As required by 28 U.S.C. § 1715(b), Honda must provide you with certain information about the case and the proposed settlement. Here is that information:

- The original and amended complaints and materials filed with the complaints are enclosed with this letter, 28 U.S.C. § 1715(b)(1);

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- Judge Watson’s scheduled hearings in this matter [[on Dates]], 28 U.S.C. § 1715(b)(2);
- Because the proposed settlement involves class certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure, the absent class members have no right to request exclusion from the settlement, 28 U.S.C. § 1715(b)(3)(A)(ii);
- Despite no requirement for such notice in the Federal Rules, the proposed settlement involves multiple additional notifications to various members of proposed class, copies of those notices are enclosed, 28 U.S.C. § 1715(b)(3)(B);
- A copy of the proposed class action settlement agreement is enclosed, 28 U.S.C. § 1715(b)(4);
- There is no “settlement or other agreement contemporaneously made between class counsel and counsel for” Honda, 28 U.S.C. § 1715(b)(5);
- No final judgment or notice of dismissal has yet been filed, 28 U.S.C. § 1715(b)(6);
- [[reasonable estimate of numbers of class members by state]], 28 U.S.C. § 1715(b)(7); and,
- There are no written judicial opinions relating to the items identified in § 1715(b)(3) – (6), 28 U.S.C. § 1715(b)(8).

You may find additional documents and information about this case online. Case documents are available on PACER and will be made available to class members and the general public on a website devoted to the settlement, located at [[address]].

Please contact me if you have any questions.

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Page 3

Sincerely yours,

Liv Kiser
Partner

Enclosures

ACTIVE 226813257

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation

Case No. 2:15-md-2661

Judge Michael H. Watson
Chief Magistrate Judge Deavers

This document relates to: ALL CASES

[PROPOSED] INJUNCTIVE RELIEF ORDER

The parties to the Litigation have submitted this Injunctive Relief Order providing for the injunctive relief prescribed in the parties' Stipulation of Settlement and Release ("Agreement").

The Court has considered the Agreement and all exhibits thereto and has entered Final Judgment in the Litigation. The Court now adopts the parties' proposed Injunctive Relief Order providing for the Customer Outreach Program detailed below and ENJOINS Defendant American Honda Motor Co., Inc.'s ("AHM") as follows:

A. Terms of Injunction

1. All capitalized terms in this Injunctive Relief Order shall have the meaning ascribed to them in the Agreement unless otherwise stated.
2. The Court enjoins AHM to implement the Customer Outreach Program provided for by Section 4 of the parties' Settlement Agreement until January 1, 2020, and finds that Honda began implementing the Customer Outreach Program by **DATE**, 2018, pursuant to the Preliminary Approval Order.
3. AHM will continue to engage in the Customer Outreach Program directed to Settlement Class Members and Authorized Honda Dealers to confer benefits to the Settlement

EXHIBIT D

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Class as provided for in the Agreement. AHM shall continue to be responsible for all costs associated with Customer Outreach Program unless otherwise expressly provided for by the Agreement.

4. AHM (or, in the instance of item (d) below, Class Counsel) shall take the following steps (to the extent not already completed) with respect to the Customer Outreach Program consistent with the timelines and conditions set forth in the Agreement:

- (a) Prominently post on the Honda Owner Link website a message substantially similar to that attached as Exhibit G to the Agreement.
- (b) Implement a protocol to optimize web searches for terms related to 2015 Honda CR-V unpleasant vibration so the 2015 Honda CR-V Owner Link website will appear on or near the first “page” of Google search results for a period of no less than one (1) year. Under no circumstances shall the protocol be required to remain active more than twelve (12) months after the Effective Date.
- (c) Send by email (if possible), and otherwise by first class mail to last known mailing addresses, letters substantially similar to the one attached as Exhibit H to the Agreement to Settlement Class Members who complained to AHM about unpleasant vibration in Settlement Class Vehicles and who have not had any Product Enhancements performed.
- (d) Disseminate letters substantially similar to that attached as Exhibit I to the Agreement by email to all Settlement Class Members who contacted Class Counsel regarding unpleasant vibration in 2015 Honda CR-Vs and who are not already receiving notice pursuant to paragraph (c) above.

EXHIBIT D

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- (e) Send by email (if possible) and otherwise by first class mail to last known mailing addresses, letters substantially similar to the one attached as Exhibit H to the Agreement to Settlement Class Members who complained to AHM about unpleasant vibration in Settlement Class Vehicles after having at least one, but not all applicable Product Enhancements performed.
- (f) Disseminate a message substantially similar to that attached as Exhibit J to the Agreement to Authorized Honda Dealers on a quarterly basis for a one-year period from the date the Settlement Website goes live to remind them about the vibration issues and the Product Enhancements.

5. If AHM is unable to comply with any of the deadlines set forth in the Agreement, AHM will receive a reasonable extension of time sufficient to permit completion of the task upon submission of an application to the Court showing good cause for the extension.

B. Limitations on Injunctive Relief

6. Any actions by AHM determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of the Agreement or this Injunctive Relief Order. In the event that any obligation that AHM has agreed to undertake becomes inconsistent with any future federal, state, or local law, enactment, regulation, or judicial ruling, then AHM shall be released from performing such obligation after notice to the Court and Class Counsel. Any objection to such change in procedure shall be made to the Court by Class Counsel within ten (10) days of such notice (or the next business day if the tenth day falls on a weekend day or Court holiday).

EXHIBIT D

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7. The obligations of this Injunctive Relief Order shall expire January 1, 2020.

IT IS SO ORDERED.

MICHAEL H. WATSON, JUDGE
UNITED STATES DISTRICT COURT

EXHIBIT E

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UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO
*IN RE: AMERICAN HONDA MOTOR CO., INC., CR-V VIBRATION MARKETING & SALES
PRACTICES LITIGATION, CASE NO. 2:15-MD-02661*

If you own or lease a 2015 Honda CR-V, a proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from counsel.

The parties are seeking court approval of a proposed class action settlement involving unpleasant vibrations in model-year 2015 Honda CR-V vehicles. Under the settlement, Honda is engaging in a Customer Outreach Campaign to provide information to drivers about unpleasant vibrations, including items such as the available product enhancements, the warranty coverage for those repairs, and reminding 2015 Honda CR-V owners of their right to engage in a dispute resolution process with Honda if they remain dissatisfied.

Your legal rights and options—and the deadlines to exercise them—are explained in this notice.

YOUR LEGAL RIGHTS AND OPTIONS	
RECEIVE SETTLEMENT BENEFITS	No action on your part is required to benefit from the settlement.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- These rights and options—and **the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

EXHIBIT E

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WHAT THIS NOTICE CONTAINS

Basic Information

1. Why is this notice being posted?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

Who Is Part Of The Settlement?

5. How do I know if I am part of the settlement?
6. If my 2015 Honda CR-V is not vibrating, am I included?
7. I'm still not sure if I am included.

Settlement Benefits—What You Get

8. What does the settlement provide?
9. Is my 2015 Honda CR-V affected?
10. What repairs are available?
11. Will I have to pay for the repairs?
12. Are the repairs effective?
13. What if I remain dissatisfied?

The Lawyers Representing You

14. Do I have a lawyer in this case?
15. How will the lawyers be paid?

Objecting To The Settlement

16. How do I tell the Court that I don't like the settlement?

The Court's Fairness Hearing

17. When and where will the Court decide to approve the settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Getting More Information

20. Are there more details about the settlement?
21. How do I get more information?

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BASIC INFORMATION

1. Why is this Notice being posted?

This notice was posted to provide information for anyone who may own or lease a “Settlement Class Vehicle,” which is any 2015 Honda CR-V distributed by American Honda Motor Co., Inc., in the United States, including its territories and Puerto Rico.

This notice was posted to alert you to a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of Ohio, and the case is known as *In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation*, Case No. 2:15-md-02661. The people who sued are called Plaintiffs, and the company they sued, American Honda Motor Co., Inc., is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims (among other things) that Honda sold the 2015 Honda CR-V vehicle without disclosing that it is prone to unpleasant vibrations during certain driving modes (described more fully below), and that although Honda provided product enhancements designed to address the vibrations, it did not provide sufficient information to customers of the existence of the enhancements. Honda denies that it did anything wrong.

3. Why is this a class action?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. All of these people are members of the proposed Class or proposed Class Members. One court decides whether any proposed class can be certified and if so, then resolves the issues for all Class Members. U.S. District Judge Michael H. Watson is in charge of this proposed class action.

4. Why is there a settlement?

The Court did not certify a litigation class or decide in favor of Plaintiffs or Honda. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get the benefit of the settlement without further delay. The Class Representatives and the attorneys think the settlement is best for the proposed classes.

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WHO IS IN THE SETTLEMENT

To see if you will benefit from this settlement, you must first decide if you are a Settlement Class Member.

5. How do I know if I am part of the settlement class?

If you are still not sure whether you are included, you can get more information at by looking at the other information on this website. If you need help understanding your rights, you can call Class Counsel listed in Section 17 in this notice.

Judge Watson decided that everyone who fits this description is a Settlement Class Member:

All persons or entities who own or lease any Settlement Class Vehicle in the United States, including its territories and Puerto Rico.

Excluded from the Settlement Class are: Honda, any entity that is a subsidiary of or is controlled by Honda, or anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge's staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

6. If my 2015 Honda CR-V is not vibrating, am I included?

Yes. All persons or entities who own or lease any 2015 Honda CR-V vehicle in the United States (including its territories and Puerto Rico, and who are not listed as excluded above) are members of the Settlement Class. The information provided below, including the applicable warranty coverage and dispute resolution process, will apply should you feel unpleasant vibrations in the future.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-800-000-0000. You can also visit the website of the [lawyers](#) who were appointed by Judge Watson to represent the 2015 Honda CR-V owners by clicking [here](#).

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

In this lawsuit, Plaintiffs argued that although Honda had approved vehicle modifications, called Product Enhancements, to address unpleasant vibrations, the existence and availability of those Product Enhancements was not being adequately communicated to drivers who were experiencing (or who may in the future experience) vibration-related concerns and who have not yet obtained the Product Enhancements for their 2015 Honda

QUESTIONS? CALL 1-800- - TOLL FREE

EXHIBIT E

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CR-Vs. Plaintiffs also argued that drivers who were previously turned down by Honda dealerships for warranty coverage were not being told, once the Product Enhancements became available, to return for them.

The primary focus of the relief provided to the Settlement Class is to ensure that adequate information regarding the availability of the Product Enhancements is communicated to the Settlement Class through a Customer Outreach Program implemented by Honda. The Customer Outreach Program is designed to reach 2015 Honda CR-V owners and lessees in a variety of ways, including through mail and email to those who previously contacted Honda (*e.g.*, before the Product Enhancements became available) or Class Counsel who never had any of the Product Enhancements installed; through optimized web searches designed to drive traffic to [a dedicated webpage](#) on Honda's CR-V Owner Link website; and through four quarterly messages to Honda dealers encouraging them to identify Settlement Class Members who visit their dealerships for any reason and to alert them to the availability of the Product Enhancements.

The settlement also provides reminders (including in the notices described above and later in this notice below) about warranty coverage for the Product Enhancements and about Settlement Class Members' right to participate in a dispute resolution process with Honda if they remain dissatisfied, provided they satisfy certain eligibility requirements. (This settlement does not release any Settlement Class Members' legal claims for monetary relief against Honda or any other entity relating to the vibration, except for the Class Representatives do release all of their claims).

9. Is My 2015 Honda CR-V Affected?

Some 2015 Honda CR-V drivers have reported feeling an unpleasant vibration when driving and when stopped in gear.

Not every driver of a 2015 Honda CR-V experiences unpleasant vibration. If unpleasant vibrations do occur, such vibrations will be during one or more of the three driving modes listed below.

- Driving Mode 1: Vibrations may be present when stopped with vehicle in gear, for example at a stop light.
- Driving Mode 2: Vibrations may be present during low-speed driving—between 1,000–1,200 rpm.
- Driving Mode 3: Vibrations may also be present when driving around 40-50 mph—between 1,800–2,200 rpm.

10. What repairs are available?

Honda has issued Product Enhancements to its authorized dealerships via a Service Bulletin numbered 15-046. Your dealership will be able to access the bulletin directly, but you can also download a copy [here](#).

EXHIBIT E

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What product enhancement applies depends on when you feel unpleasant vibration. The product enhancements are specific to Driving Mode 1, Driving Mode 2, and Driving Mode 3. For example, if you feel vibration only when stopped and with the vehicle in gear, the Driving Mode 1 product enhancement will likely be appropriate for your vehicle. Your dealership will be able to talk with you about appropriate repairs for your vehicle.

11. Will I have to pay for the repairs?

Not if your vehicle remains under warranty. The length of warranty coverage depends on the Driving Mode.

For Mode 1 repairs, Honda's Powertrain Limited Warranty applies. This warranty lasts through the earlier of 5 years or 60,000 miles.

For both Mode 2 and Mode 3 repairs, Honda's Emissions Control Systems Defects Warranty applies. This warranty lasts through the earlier of 8 years or 80,000 miles.

If your vehicle remains under the applicable warranty, the dealer will diagnose your vehicle and provide parts and labor for the Product Enhancements at no charge. Based on Honda's research, if you have not experienced any vibrations within the first few months of driving your 2015 Honda CR-V, you are unlikely to start feeling vibrations later on.

12. Are the repairs effective?

Yes. The vast majority of 2015 Honda CR-V drivers who have obtained the applicable Product Enhancements have not reported further vibration complaints or needed additional repairs. This is consistent with Honda's research and the information Class Counsel has viewed.

In the rare event that you continue to feel unpleasant vibrations even after receiving the product enhancements, you should contact your dealer to inquire whether your vehicle requires additional service.

13. What if I remain dissatisfied?

If you remain dissatisfied even after discussing your concerns with your dealership (and its management) and with Honda's Customer Service (at the number listed on the inside front cover of your Warranty Booklet), please remember you have the right to mediate or arbitrate under the procedure set forth in your Warranty Booklet provided you satisfy certain eligibility requirements. This process provides an independent forum run by the National Center for Dispute Settlement (NCDS) and is available to you free-of-charge.

Although this class action settlement releases Settlement Class Members' rights to file certain legal claims for injunctive relief in the future, it does not bar Settlement Class Members from seeking to recover monetary damages.

EXHIBIT E

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You may file a claim pertaining to your 2015 Honda CR-V at any time by calling NCDS toll-free at 877-545-0055. You may also write to NCDS at:

National Center for Dispute Settlement
P.O. Box 1108
Mt. Clemens, MI 48046

The purpose of the NCDS process is to help informally and efficiently resolve any dispute between you and Honda. NCDS decision makers are impartial third parties who will listen to both you and Honda and decide what can be done to resolve the disagreement. NCDS's decision is not binding on you unless you agree to accept it. If you accept the decision, Honda will abide by it.

For more details about the process, please consult your **Warranty Booklet** (and the Customer Satisfaction section in particular) or call Honda's Customer Service at the number listed on the inside front cover of your Warranty Booklet.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firms of Gibbs Law Group LLP and Isaac Wiles Burkholder Teeter, LLC are qualified to represent you and all Settlement Class Members. The law firms are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. You may contact the [lawyers](#) who were appointed to represent the 2015 Honda CR-V owners by clicking [here](#).

15. How will the lawyers be paid?

Plaintiffs' counsel will ask the Court to award attorneys' fees and litigation expenses. The parties have not negotiated amounts to be paid. Once a motion has been filed for fees and litigation expenses, it will be posted on the Settlement Website. The Court may award less than the amounts requested.

Class Counsel will also ask the Court to award payments from Honda to be made to the Class Representatives to compensate them for their efforts in bringing this lawsuit and as consideration for their release of their individual claims in the following amounts: (1) \$4,000 to each plaintiff who submitted his or her vehicle for inspection and testing; and (2) \$2,500 to each plaintiff who did not submit their vehicle for inspection and testing. Honda has agreed to make these payments. The Court may award less than these amounts.

Honda will also separately pay the costs to administer this Settlement.

EXHIBIT E

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OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can tell the Court that you object to the settlement and think the Court should not approve it. To object to the settlement, you must send a letter to the following address saying that you object to the settlement on or before _____, 2018.

**In re: American Honda Motor Co., Inc., CR-V
Vibration Marketing and Sales Practices Litigation Objections
Address
State, City, Zip**

Your objection must include (i) your full name, current address, and current telephone; (ii) the model year of your Class Vehicle(s), as well as the vehicle identification number (VIN) of your Class Vehicle(s); (iii) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; (iv) copies of any other documents you wish to submit in support of your position; and (v) your signature and the date. In addition, you must provide a detailed list of any other objections submitted by you or your counsel to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If you or your counsel have not objected to any other class action settlements in any court in the United States in the previous five (5) years, you must affirmatively so state in the written materials provided in connection with your objection.

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

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide to approve the settlement?

The Court will hold a fairness hearing at _____ on _____, 2018, in the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, OH 43215. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Watson may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and whether to approve Class Representative payments. After the

QUESTIONS? CALL 1-800-_____-_____- TOLL FREE

EXHIBIT E

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hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Watson may have. But you are welcome to come at your own expense.

19. May I speak at the hearing?

If you would like to speak at the hearing about your objections to the settlement, you must add to your letter objecting to the settlement a statement that you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, your objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the [Settlement Agreement](#). You can download a paper copy of the Settlement Agreement [here](#).

21. How do I get more information?

You can call 1-800-xxx-xxxx or you can view the other pages of this Settlement Website ([www. .com](#)). You may also contact the [lawyers](#) who were appointed to represent the 2015 Honda CR-V owners by clicking [here](#) or by calling 1-800-254-9493.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation

Case No. 2:15-md-2661

Judge Michael H. Watson
Chief Magistrate Judge Deavers

This document relates to: ALL CASES

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS SETTLEMENT**

The parties to this litigation have entered into a Stipulation of Settlement and Release (“Settlement Agreement”). Plaintiffs have filed a motion for preliminary approval of the settlement, which Defendant American Honda Motor Co., Inc. (“AHM”) does not oppose. The Court has read and considered the Settlement Agreement, all Exhibits thereto, and the parties’ arguments in support of preliminary settlement approval and finds that there is sufficient basis for: (1) granting preliminary approval of the settlement; (2) certifying the proposed Settlement Class for settlement purposes pursuant to Fed. R. Civ. P. 23(b)(2); (3) appointing Class Counsel for the Settlement Class; (4) appointing AHM as Settlement Administrator; (5) directing that the Settlement Class be notified of the proposed settlement in the form and manner proposed by the parties; and (6) setting a schedule for final settlement approval.

The Court now **GRANTS** the motion for preliminary approval and makes the following findings and orders:

A. Certification of the Settlement Class

1. The Court preliminarily certifies the following Settlement Class¹ pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure:

All persons or entities who own or lease any Settlement Class Vehicle in the United States, including its territories and Puerto Rico.

Excluded from the Settlement Class are AHM, any entity that is a subsidiary of or is controlled by AHM, anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge's staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

2. For purposes of settlement, the Court appoints Eric H. Gibbs and David K. Stein of Gibbs Law Group LLP and Gregory M. Travalio and Mark H. Troutman to serve as Class Counsel.

3. For purposes of settlement only, the Court finds that applicable requirements of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for the following reasons. Joinder of all members of the Settlement Class in a single proceeding would be impractical because of their numbers and dispersion—the Settlement Class encompasses owners and lessees of approximately 340,000 vehicles across the United States. Common issues exist among Settlement Class members; in particular, each Settlement Class Member's claims depend on whether certain 2015 Honda CR-Vs are prone to unpleasant vibration and whether AHM sufficiently notified 2015 CR-V owners and lessees about the existence and availability of the product enhancements as described in Technical Service Bulletin 15-046 (the "Product Enhancements"). Plaintiffs' claims are typical of those of the Settlement Class because

¹ All capitalized terms not otherwise defined in this Order shall take the meaning set forth in the Agreement.

Plaintiffs: (1) own or lease 2015 CR-Vs, which they allege are prone to unpleasant vibration; and (2) have claims arising from AHM's alleged failure to provide sufficient information to Plaintiffs and the Settlement Class, including of the existence and availability of the Product Enhancements. Plaintiffs and their counsel will fairly and adequately protect the interests of the Settlement Class; Plaintiffs have no interests antagonistic to those of the Settlement Class, and are represented by counsel experienced and competent to prosecute this matter on behalf of the Settlement Class. Finally, the Settlement Class may be certified under Rule 23(b)(2), as AHM acted on grounds that apply generally to the Settlement Class, such that the proposed injunctive relief is appropriate respecting the Settlement Class as a whole. The Court makes the foregoing findings solely for purposes of settlement.

B. Preliminary Approval of the Settlement

4. For purposes of settlement, the Court preliminarily approves the proposed settlement under Rule 23(b)(2) and Rule 23(e), finding that its terms appear sufficiently fair, reasonable, and adequate to warrant (1) dissemination of notice pursuant to the Class Action Fairness Act ("CAFA"); and (2) the implementation of the Notice Plan as described in the Settlement Agreement. The Court finds that the Settlement Agreement contains no obvious deficiencies, falls within the range of possible approval, and that the parties entered into the Settlement in good faith, following arms-length negotiations between their respective counsel with the assistance of neutral mediator Frank A. Ray.

5. Within forty-five (45) days after the entry of this Order or as soon as reasonably practical thereafter, AHM shall implement the Customer Outreach Program set forth in the Agreement in the form substantially in the form attached to the Agreement as Exhibits G-J.

C. Notice Plan

6. The purpose of the Notice Plan is to provide information to interested members of the proposed Settlement Class.²

7. The Court hereby approves the Notice Plan, the form and procedure for disseminating notice of the proposed settlement to the Settlement Class set forth in the Agreement. The Court finds that the notice to be given constitutes reasonable and appropriate notice that satisfies the requirements of Rule 23(c)(2)(A) and Rule 23(e)(1).

8. Within thirty (30) days of entry of this Order or as soon as reasonably practical thereafter, AHM, which shall serve as Settlement Administrator, will provide Class Counsel with a proposed protocol to optimize web searches for terms related to 2015 CR-V vibration.

9. Within forty-five (45) days of entry of this Order, AHM will establish the Settlement Website. AHM will purchase keyword and phrase sponsorship on popular Internet search engines for a 180-day period so that Settlement Class Members who use those search terms will be directed to the Settlement Website. The forms of notice provided for by the Notice Plan shall be substantially in the form of the documents attached as Exhibits C, E, G-J to the Settlement Agreement.

10. AHM shall comply with the requirements of 28 U.S.C. § 1715(b) and serve notice of the proposed settlement upon the appropriate federal official and the appropriate State official of each state in which a Settlement Class member resides. Honda shall file with the Court a certification of the date upon which it served the CAFA Notice within ten (10) days of its service of the Notice (or the next business day if on the tenth day the court is closed).

² Because the proposed settlement is certified pursuant to Fed. R. Civ. P. 23(b)(2), the parties are not required to provide individual notice to all affected settlement class members. Fed. R. Civ. P. 23(c)(2), (e)(1).

11. Within sixty (60) days after entry of this Order or as soon as reasonably practical thereafter, AHM shall provide an affidavit for the Court, with a copy to Class Counsel, attesting that Notice was disseminated in a manner consistent with the Settlement.

12. AHM shall bear costs of implementation of the Notice Plan and Settlement Website consistent with the terms of the Agreement, except AHM shall not be responsible for the costs of contacting Settlement Class Members who contacted Class Counsel prior to the execution date of the Agreement, and who are not already receiving notice regarding vibration in 2015 Honda CR-V vehicles.

D. Procedure for Objecting to the Settlement

13. Any Settlement Class Member who wishes to object to the Settlement must within one hundred and five (105) days of the date of entry of this Order, submit a written notice of objection to the address set forth on the Settlement Website. To state a valid objection, an objecting Settlement Class Member must provide the following information in writing: (i) his/her/its full name, current address, and current telephone number; (ii) the model year of his/her/its Class Vehicle(s), as well as the VIN of his/her/its Class Vehicle(s); (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s); and (iv) copies of any other documents the objector wishes to submit in support of his/her/its position. The objector must also sign and date the objection. In addition, any objecting Settlement Class Member shall provide a detailed list of any other objections he/she/it previously submitted or which have been submitted on the objector's behalf (by, for example, the objector's counsel) to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in any court in the

United States in the previous five (5) years, he, she, or it shall affirmatively so state in the written materials provided in connection with the objection.

14. Any objecting Settlement Class Member may appear at the Final Approval Hearing, provided the Settlement Class Member's written objection includes a statement of the Settlement Class Member's intent to appear. If the Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the Settlement Class Member's written objection must also state the identity of any attorney who will appear at the Final Approval Hearing on the Settlement Class Member's behalf. Any Settlement Class Member who does not comply with the deadlines and other specifications set forth in the Notice, the Agreement and/or this Order will be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Court's Final Approval Hearing.

15. The filing of an objection allows Class Counsel and/or counsel for AHM to notice such objecting person for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, as well as to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objecting Settlement Class Member to make himself/herself/ itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. If the Court finds the objection frivolous, or made for an improper purpose, the Court may tax the costs of any such discovery to the objecting Settlement Class Member (or his/her/its counsel).

16. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's

objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

E. Hearing and Briefing Schedule

17. The Final Approval Hearing, and a hearing regarding an award of Class Counsel Fees and Expenses shall be held on [REDACTED] (at least 145 days after the entry of the order)] in the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, Ohio 43215. At this Final Approval Hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Settlement Class and whether judgment should be entered on the terms stated in the Settlement; and (b) whether Plaintiffs' applications for attorney fees and expenses to ("Fee Applications") should be granted.

18. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement no later than sixty (60) days after the entry of this order.

19. Plaintiffs' counsel shall file their Fee Applications no later than sixty (60) days after the entry of this Order.

20. Any responses to Settlement Class Member objections shall be filed by no later than one hundred thirty (130) days after entry of this Order.

21. The Court reserves the right to adjust the time and date of the Final Approval Hearing and related deadlines. In that event, the revised hearing date or deadlines shall be posted on the Settlement Website, and the parties shall not be required to provide any additional notice to the Settlement Class.

IT IS SO ORDERED.

MICHAEL H. WATSON, JUDGE
UNITED STATES DISTRICT COURT

EXHIBIT G

EXECUTION COPY

Unpleasant Vibration in 2015 Honda CR-Vs

Some 2015 Honda CR-V drivers have reported feeling unpleasant vibration when driving and/or when stopped in gear. In response to these reports, Honda developed product enhancements, contained in Service Bulletin 15-046, to address complaints about unpleasant vibration.

Not every driver of a 2015 Honda CR-V experiences unpleasant vibration. If unpleasant vibrations do occur, such vibrations will be during one or more of the three driving modes listed below.

- Driving Mode 1: Vibrations may be present when stopped with vehicle in gear, for example at a stop light.
- Driving Mode 2: Vibrations may be present during low-speed driving—between 1,000–1,200 rpm.
- Driving Mode 3: Vibrations may also be present when driving around 40-50 mph—between 1,800–2,200 rpm.

If you experience unpleasant vibration, please contact your Honda dealership who can access Service Bulletin 15-046 directly, diagnose your concerns, and, if necessary, provide the appropriate product enhancements. You can also download a copy of the Service Bulletin [at URL, [here](#)].

Product Enhancements are provided free of charge under either (1) Honda's 5 year/60,000 mile (whichever occurs first) Powertrain Limited Warranty for the Mode 1 condition; or (2) Honda's 8 year/80,000 mile (whichever occurs first) Emissions Control Systems Defects Warranty for Modes 2 and 3.

Based on Honda's research, if you have not experienced any unpleasant vibrations within the first few months of driving your 2015 Honda CR-V, you are unlikely to start feeling them later on.

If you have had the product enhancements installed in your vehicle and remain dissatisfied, you should discuss your concerns with your dealership (and its management). If necessary, you can also contact Honda's Customer Service at the number listed on the inside front cover of your Warranty Booklet. If you remain dissatisfied, please remember you have the right to mediate or arbitrate under the procedure set forth in your Warranty Booklet provided you satisfy certain eligibility requirements. This process provides an independent forum run by the National Center for Dispute Settlement (NCDS) and is available to you free-of-charge.

EXHIBIT G

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You may file a claim pertaining to your 2015 Honda CR-V at any time by calling NCDS toll-free at 877-545-0055. You may also write to NCDS at:

National Center for Dispute Settlement
P.O. Box 1108
Mt. Clemens, MI 48046

Please also be advised that in 2015, some 2015 Honda CR-V owners filed several class action lawsuits against Honda. The vehicle owners who filed class action lawsuits reached a settlement with Honda in January 2018. The settlement will proceed through a court approval process that is expected to last several months.

You can learn more about the settlement and how it may affect you by visiting www._____.com or by dialing 1-800-____-____. You may also visit the website of the [lawyers](#) who were appointed by a federal court to represent the 2015 Honda CR-V owners by clicking [here](#).

EXHIBIT H

EXECUTION COPY

[Company Name]
[Street Address]
[City, ST ZIP Code]
[Date]

[Recipient Name]
[Street Address]
[City, ST ZIP Code]
[OR Email Address]

RE: 2015 CR-V Unpleasant Vibration Complaint

Dear [Recipient Name]:

You are receiving this letter because our records show that you own or lease a 2015 Honda CR-V and have previously complained about unpleasant vibrations in your CR-V. Even if you have received some repairs since then, you should still review this letter because it may provide additional information.

In response to complaints from certain 2015 CR-V customers about unpleasant vibration, Honda issued product enhancements designed to address those concerns. Honda described the product enhancements in Service Bulletin 15-046, which it then published to authorized, independent Honda dealerships and repair facilities. You can also download a copy of the Service Bulletin [at URL, [here](#)].

Service Bulletin 15-046 applies in the following conditions where unpleasant vibration may be experienced:

- Driving Mode 1: when stopped with vehicle in gear, for example at a stop light.
- Driving Mode 2: low-speed driving – between 1,000–1,200 rpm.

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- Driving Mode 3: when driving around 40-50 mph – between 1,800–2,200 rpm.

If you are still experiencing unpleasant vibration, please contact your Honda dealer. Product Enhancements are being provided free of charge under either Honda's 5 year/60,000 mile (whichever occurs first) Powertrain Limited Warranty for the Mode 1 condition or Honda's 8 year/80,000 mile (whichever occurs first) Emissions Control Systems Defects Warranty for Modes 2 and 3.

If after receiving applicable product enhancements you remain dissatisfied, please communicate your concerns to your dealership (and its management) and with Honda's Customer Service (which you can reach at 1-800-____-____). If you still are not satisfied, you have the right to mediate or arbitrate under the procedures set forth in your Warranty Booklet, provided you satisfy certain eligibility requirements. This process provides an independent forum run by the National Center for Dispute Settlement (NCDS).

To pursue a claim related to your 2015 Honda CR-V you can call NCDS toll-free at 877-545-0055. You may also write to NCDS at:

National Center for Dispute Settlement
P.O. Box 1108
Mt. Clemens, MI 48046

For more details about the process, please consult your **Warranty Booklet** (and the Customer Satisfaction section in particular) or call Honda's Customer Service at the number listed on the inside front cover of your Warranty Booklet.

Finally, please note that in 2015, certain 2015 Honda CR-V owners filed class action lawsuits pertaining to the unpleasant vibration. In the lawsuit, Plaintiff 2015 Honda CR-V owners alleged that although Honda had approved product enhancements to address the vibrations, the existence and availability of those product enhancements was not being adequately communicated to drivers who were experiencing (or who may in the future experience) vibration-related concerns. Plaintiffs also alleged that drivers who were previously turned down

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by Honda dealerships for warranty coverage were not being told, once the product enhancements became available, to return for them.

Plaintiffs reached a settlement with Honda in January 2018. The settlement will proceed through a court approval process that is expected to last several months.

You can learn more about the settlement and how it may affect you by visiting www.____.com or by dialing 1-800-____-____. You may also visit the website of the [lawyers](#) who were appointed by a federal court to represent the 2015 Honda CR-V owners by clicking [here](#).

If you have any further questions or would like more information, you can reach Honda Customer Service at the number listed on the inside front cover of your Warranty Booklet.

Very Truly Yours,

[Your Name]

[Title]

EXHIBIT I

EXECUTION COPY

[Company Name]
[Street Address]
[City, ST ZIP Code]
[Date]

[Recipient Name]
[Street Address]
[City, ST ZIP Code]
[OR Email Address]

Dear [Recipient Name]:

You are receiving this letter because our records show that you contacted our law firm about unpleasant vibrations in your 2015 Honda CR-V.

This letter provides you with more information about the unpleasant vibration, including product enhancements available at Honda dealerships to address such vibrations, what warranty coverage applies, and information about a proposed class action settlement.

Unpleasant Vibration in 2015 Honda CR-Vs

Not all 2015 Honda CR-V owners experience unpleasant vibration. If such vibrations at issue do occur, it will be during one or more of the three driving modes listed below. Some drivers experience vibration during only one of the modes, while others report that it occurs in two modes or even all three modes.

- Driving Mode 1: Vibrations may be present when stopped with vehicle in gear, for example at a stop light.
- Driving Mode 2: Vibrations may be present during low-speed driving—between 1,000–1,200 rpm.

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EXECUTION COPY

- Driving Mode 3: Vibrations may also be present when driving around 40-50 mph—between 1,800–2,200 rpm.

What Repairs Are Available?

Honda has developed product enhancements that it has issued to its dealerships along with appropriate instructions. The instructions are listed in a Service Bulletin numbered 15-046. Your dealership will be able to access the bulletin directly, but you can also download a copy [at URL, [here](#)].

What product enhancement applies depends on when you feel unpleasant vibration. The product enhancements are specific to Driving Mode 1, Driving Mode 2, and Driving Mode 3. For example, if you feel vibration only when stopped and with the vehicle in gear, the Driving Mode 1 product enhancement will likely be appropriate for your vehicle. Your dealership will be able to talk with you about appropriate repairs for your vehicle.

Will I Have to Pay for the Product Enhancements?

Not while your vehicle remains under warranty. The length of warranty coverage depends on the Driving Mode.

For the Mode 1 product enhancement, Honda's Powertrain Limited Warranty applies. This warranty lasts through the earlier of 5 years or 60,000 miles.

For both Mode 2 and Mode 3 product enhancements, Honda's Emissions Control Systems Defects Warranty applies. This warranty lasts through the earlier of 8 years or 80,000 miles.

If your vehicle remains eligible under the applicable warranty, the dealer will diagnose the causes of the unpleasant vibration(s) and provide parts and labor to install one (or more, as applicable) of the product enhancements at no charge to you. Based on Honda's research, if you have not experienced

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any unpleasant vibrations within the first few months of driving your 2015 Honda CR-V, you are unlikely to start feeling them later on.

Are the Product Enhancements Effective?

Yes. The vast majority of 2015 Honda CR-V drivers who have obtained the applicable product enhancements have not reported further vibration complaints or needed additional repairs. This is consistent with Honda's research.

In the rare event that you continue to feel unpleasant vibrations even after receiving the product enhancements, you should contact your dealer to inquire whether your vehicle requires additional service.

What if I Remain Dissatisfied?

If you remain dissatisfied even after discussing your concerns with your dealership (and its management) and with Honda's Customer Service, you have the right to mediate or arbitrate under the procedure set forth in your Warranty Booklet at no cost to you, provided you satisfy certain eligibility requirements. This process provides an independent forum run by the National Center for Dispute Settlement (NCDS).

You may file a claim pertaining to your 2015 Honda CR-V at any time by calling NCDS toll-free at 877-545-0055. You may also write to NCDS at:

National Center for Dispute Settlement
P.O. Box 1108
Mt. Clemens, MI 48046

The purpose of the NCDS process is to help informally and efficiently resolve any dispute between you and Honda. NCDS decision makers are impartial third parties who will listen to both you and Honda and decide what can be done to resolve the disagreement. NCDS's decision is not binding on you unless you agree to accept it. If you accept the decision, Honda will abide by it.

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For more details about the process, please consult your **Warranty Booklet** (and the Customer Satisfaction section in particular) or call Honda's Customer Service at the number listed on the inside front cover of your Warranty Booklet.

The Class Action Settlement

In 2015, several class action lawsuits were filed by 2015 Honda CR-V owners. Our law firm has been appointed as Class Counsel on behalf of the vehicle owners.

We reached a settlement with Honda in January 2018. The settlement will proceed through a court approval process that is expected to last several months.

There is a dedicated website with information about the settlement, which you may visit at www._____.com. You can also learn more about the settlement by calling 1-800-____-_____.

What Does the Settlement Provide?

In the lawsuit, Plaintiff 2015 Honda CR-V owners alleged that although Honda had approved product enhancements to address the vibrations, the existence and availability of those product enhancements was not being adequately communicated to drivers who were experiencing (or who may in the future experience) vibration-related concerns. Plaintiffs also alleged that drivers who were previously turned down by Honda dealerships for warranty coverage were not being told, once the product enhancements became available, to return for them.

The primary focus of the relief provided is to ensure that Honda communicates appropriate information regarding the availability of the product enhancements to affected vehicle owners and lessees through a Customer Outreach Program. The Customer Outreach Program includes sending letters like this one; optimizing web searches designed to drive

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traffic to a dedicated webpage on Honda's CR-V Owner Link website; and delivering four quarterly messages to Honda dealers directing them to inform Settlement Class Members who visit their dealerships for unpleasant vibration in their vehicles of the availability of the product enhancements.

The settlement also provides reminders about warranty coverage and about Settlement Class Members' right to participate in a dispute resolution process with Honda if they remain dissatisfied.

The dispute resolution process (and other legal avenues) remain available to you. Although the class action settlement releases Settlement Class Members' rights to file certain legal claims for injunctive relief in the future, it does not bar Settlement Class members (except for the named plaintiffs, who have released all of their claims) from seeking to recover monetary damages.

If you have any further questions or would like more information, you can visit the settlement website, call us at 1-800-254-9493, or call Honda's Customer Service at the number listed on the inside front cover of your Warranty Booklet.

Sincerely,

Gibbs Law Group LLP

EXHIBIT J

EXECUTION COPY

2015 CR-V Vibrations

Currently Applies To: ALL 2015 Honda CR-Vs

On December 2, 2015, Honda issued Service Bulletin 15-046 “Vibration While Driving and/or Stopped in Gear.” This Service Bulletin and the product enhancements provided therein were intended to address complaints by some 2015 CR-V customers that they were experiencing unpleasant vibration. In December 2015, several class action lawsuits were filed relating to the vibration issue. Among other things, the plaintiffs alleged that when they complained about unpleasant vibration, some dealers indicated that the vibration did not exist, was an unknown issue or could not be addressed. These allegations were disputed throughout the litigation.

The vehicle owners who filed the class action lawsuits reached a settlement with Honda in January 2018. The settlement will proceed through a court approval process that is expected to last several months. As part of the settlement, we have agreed to ensure that Honda authorized dealers are provided certain reminders as set forth below.

If any owners or lessees of a 2015 Honda CR-V visit your dealership and complain about unpleasant vibration, you should speak with them about the product enhancements in Service Bulletin 15-046 and determine whether those corrective measures are appropriate to resolve the vibrations.

Reminder about Warranty Coverage

We remind you that the product enhancements in Service Bulletin 15-046 are to be provided under warranty as follows:

For the Mode 1 product enhancement, Honda’s Powertrain Limited Warranty applies. This warranty lasts through the earlier of 5 years or 60,000 miles. For both Mode 2 and Mode 3 product enhancements, Honda’s Emissions Control Systems Defects Warranty applies. This warranty lasts through the earlier of 8 years or 80,000 miles.

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If a 2015 CR-V vehicle remains under the applicable warranty, you will diagnose the causes of the unpleasant vibration(s) and provide parts and labor to install one (or more, as applicable) of the product enhancements at no charge. Based on Honda's research, if a driver has not experienced any unpleasant vibrations within the first few months of driving his or her 2015 CR-V, he or she is unlikely to start feeling them later on.

Drivers Who Remain Dissatisfied After the Product Enhancements are Installed

If an owner or lessee remains dissatisfied even after obtaining all of the product enhancements in Service Bulletin 15-046, after discussing his or her concerns with you (and your management), please refer the customer to Honda's Customer Service (which the owner or lessee can reach at the number listed on the inside front cover of the customer's Warranty Booklet). If the customer remains dissatisfied, Honda Customer Service will remind the owner or lessee that she or he has the right to mediate or arbitrate under the procedure set forth in the owner or lessee's Warranty Booklet. This process provides an independent forum run by the National Center for Dispute Settlement (NCDS) and is offered free-of-charge to the consumer.

EXHIBIT 2

GIBBS LAW GROUP

LLP

June 4, 2015

VIA CERTIFIED MAIL

American Honda Motor Co.
1919 Torrance Blvd.
Torrance, CA 90501

Norm Reeves Honda Superstore Irvine
16 Auto Center Dr.
Irvine, CA 92618

Re: Pre-Litigation Notice: Violation of Consumers Legal Remedies Act and Breach of Warranty Relating to Excessive Vibration in 2015 Honda CRV

Gibbs Law Group LLP represents Linda Oakes, owner of a 2015 Honda CRV, VIN 5J6RM3H34FL000743 that she purchased new from Norm Reeves Honda Superstore Irvine in October 2014. A few months after purchase, when the vehicle had reached only about 500 miles, the cabin began to shake violently.

Since this incident, Ms. Oakes's vehicle has consistently experienced a severe vibration when at idle. Ms. Oakes has also experienced vibration when the vehicle is moving. The vibration causes everything in the cabin to shake, including the driver's seat and the steering wheel.

Ms. Oakes contacted Honda soon after she first experienced these problems. Honda informed her that they knew about the problem, but that there was no remedy available for her vehicle at the time. Ms. Oakes also took her vehicle to three Honda dealerships in an attempt to remedy the problem, but while the dealers verified the existence of the issue, they told Ms. Oakes that there was no repair available.

Ms. Oakes has since learned that many CRV owners are having the same problems. Many drivers have filed complaints with the National Highway Transportation Safety Administration (NHTSA). The following are a few of those complaints:

Car vibrates at idle, only way to fix this is to either put the car on neutral, or put load(turning on headlights, heat/ac,ect..) Car CVT also makes a small whiny sound during acceleration.

(NHTSA ID: 10661339 – Date Complaint Filed: Nov. 30, 2014)

I have brought a brand new Honda CRV AWD LX model from Honda dealer in NJ. From the day one, I noticed some vibration on the front seat of the car when I am at the stop sign/signal with car in the drive mode with my foot on the brake pedal the vibration is random and not always but can be feel at the back of your

To: American Honda Motor Co.
Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
Date: June 4, 2015
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body and it is very strong sometime that as a drive you get distracted and feel very uncomfortable while driving. I went to the dealer and able to duplicate the problem and showed it to their technician on 24th Nov 14. The technician took the vehicle for test drive and called me after an hour to share his conclusion. Dealer took another brand new 2015 Honda CRV and found the same issue with other vehicle. Also, based on the testing the dealer concluded that this problem is there in all new Honda CRV 2015. They told me they are helpless and cannot do anything and asked me to contact American Honda(all these details he gave me in the service document). I called American Honda(not one time but several times), they gave me the case number and told me to go to the dealer to fix the issue. I told them that I went to the dealer and they find the issue in the vehicle. I got a call from some Mr Mohammad(case manager) who represented himself as RM for NJ area. Without doing anything he closed my case, I called again and asked them to open the case. Mr Mohammed called me again and told me that this is one of the characteristic of Honda CRV(vibration issue) I mean he told vibration is a designed functionally and I have to live with this like all other users are living. I said to provide the email or phone of management so as to talk to them but he did not provide me the information and closed my case without my consensus and said we are helpless.

(NHTSA ID: 10662296 – Date Complaint Filed: Dec. 04, 2014)

Mine is a 2015 CRV EXL. I can't believe Honda built this car. It has bad vibrations when stopped and idling, the entire seat shakes. It has bad engine/transmission shuddering when i accelerate when the engine chooses a rpm in the 1000-2000 range. Even at highway speeds it shudders at random intervals. This is a big problem. Not only is it extremely annoying, it can not be good for the engine long term. This will cause a major engine or transmission failure in the future. Honda needs to acknowledge this problem, find a solution, and apologize to me and all those 2015 CRV owners.

(NHTSA ID: 10690886 – Date Complaint Filed: Feb. 25, 2015)

I purchased a Honda CRV several days ago and found there is a very strong distracting vibration in the driver and passenger front seats while driving. The seats shake. It almost caused me to get in an accident yesterday. The vibration continues to get worse. It is constant but very present upon idling or coming to a stop. The dealer service department acknowledged the problem as well as Honda but no fix available.

(NHTSA ID: 10693264 – Date Complaint Filed: March 10, 2015)

I purchased a new 2015 Honda CR V in November 2014. The test drive was perfect. However, I began to notice slight vibration in my driver's seat at stop

To: American Honda Motor Co.
Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
Date: June 4, 2015
Page: 3 of 4

lights and anytime car was idling in drive with foot on brake. I I contacted mt local dealer who told me i must contact Honda Corporation and open a case file on my car. I contacted Honda Corporate and was told they are investigating but have no idea if or when this vibration can be stopped. The vibration seems to get worse as mileage increases. The car had 3,400 miles on it when I decided to trade the CRV and take the loss financially. I paid cash for the car, but the vibration seemed to get worse daily and felt it was not worth the risk to jeopardize my possible safety. I am very, very disappointed with Honda and will no longer purchase any Honda vehicle.

(NHTSA ID: 10695302 – Date Complaint Filed: Mar. 19, 2015)

As Honda is aware, the NHTSA and other internet forums have received an unusually high number of complaints from drivers with the vibration issue for a vehicle in its first few months of sale. Despite Honda's knowledge of the problem, it has not warned its customers or helped them obtain the repairs needed to fix their vehicles.

With this letter, our firm, on behalf of Ms. Oakes and all other purchasers and lessees of Honda CRV vehicles, demands that Honda reevaluate its position and take prompt action.

STATEMENT OF VIOLATIONS

Honda has failed and continues to fail to tell consumers that 2015 Honda CRV models suffer from a defect that causes severe vibration. Honda also refuses to repair the vehicles when drivers discover and report the problem. Honda's conduct violates:

- The consumer protection laws of California, including the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
- The Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*;
- Express and implied warranty laws of California and the various states, including the Song-Beverly Consumer Warranty Act, Cal Civ. Code § 1790, *et seq.*

REQUESTED REMEDIES

LINDA OAKES DEMANDS THAT WITHIN THIRTY DAYS, Honda remedy its violations by doing the following:

- A. Disseminate a notice reasonably intended to reach all current and former owners and lessees of the 2015 Honda CRV, in a form approved by Ms. Oakes's counsel, setting forth:
 1. A description of the excessive vibration issue; and
 2. How consumers can mitigate the excessive vibration, if possible.

To: American Honda Motor Co.
Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
Date: June 4, 2015
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- B. Repair all 2015 Honda CRV vehicles free of charge or fully reimburse the purchase price and lease costs of the vehicles.
- C. Subject to monitoring and confirmation by Ms. Oakes's counsel, fully reimburse all expenses incurred by owners and lessees of the 2015 Honda CRV as a result of the vibration issue.
- D. Immediately cease the practice of selling and leasing the 2015 Honda CRV without disclosing the vibration issue.
- E. Pay into a court-approved escrow account an amount of money sufficient to pay Ms. Oakes's reasonable attorneys' fees and costs.

Please contact us within thirty days to discuss Honda's implementation of these remedies.

Very truly yours,

GIBBS LAW GROUP LLP


Steve Lopez

EXHIBIT 3

HONDA

American Honda Motor Co., Inc.
1919 Torrance Boulevard
Torrance, CA 90501-2746
Phone (310) 783-2000

June 19, 2015

Gibbs law Group, LLP
One Kaiser Plaza, Suite 1125
Oakland, CA 94612
Att: Steve Lopez

Re: Linda Oakes
2015 Honda CR-V VIN: 5J6RM3H34FL000743

Dear Mr. Lopez:

Thank you for providing American Honda Motor Co., Inc. (AHM) the opportunity to review and address your client's concerns regarding the vibration felt in her 2015 Honda CRV, vehicle identification number 5J6RM3H34FL000743, under certain driving conditions.

The 2015 CR-V now includes a Direct-Injection Earth Dreams (DI) engine and a Continuously Variable Transmission (CVT). By combining direct injection technology and the infinite range of gear ratios available through the CVT transmission, Honda was able to enhance fuel efficiency and increase engine torque. This new technology was utilized to help meet stringent EPA and DOT standards. However, some customers have experienced a vibration, under certain driving conditions and/or in certain terrain that they primarily feel through the vehicle seats.

We have reviewed your client's concerns with the servicing dealerships, Norm Reeves Honda Superstore Irvine, Rancho Santa Margarita and our technical staff, and we were advised that there was no defect present that could be attributed to the symptoms as described by your client. They confirmed that the vibration was associated with combined powertrain characteristics and that it has no adverse effect on the drivability or safety of the vehicle. For these reasons, no consideration can be made at this time.

We regret any inconvenience that your client may have experienced and we sincerely hope that this information helps them to understand our position in this matter.

Alternatively, your client may contact the National Center for Dispute Settlement at 1-877-545-0055, or write to the National Center for Dispute Settlement, 12900 Hall Road Suite 401, Sterling Heights, MI 48313. This information is clearly set forth in the Warranty Manual that comes with every new vehicle.

Respectfully,
AMERICAN HONDA MOTOR CO., INC.



Karla Osorio
Mediation Case Manager
310-781-5398

EXHIBIT 4

GIBBS LAW GROUP
L L P

January 18, 2016

VIA CERTIFIED MAIL

American Honda Motor Co.
1919 Torrance Blvd.
Torrance, CA 90501

VIA E-MAIL

Livia M. Kiser
SIDLEY AUSTIN LLP
1 South Dearborn Street
Chicago, Illinois 60603
lkiser@sidley.com

Michael L. Mallow (pro hac vice)
SIDLEY AUSTIN LLP
555 W. Fifth Avenue, Suite 4000
Los Angeles, California 90013
Telephone: (213) 896-6000
mmallow@sidley.com

Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CR-V

Gibbs Law Group LLP represents Julia Hsi, Bakh Inamov, Emily Vellano, Vivian Romaya, Robert Nonni, Richard Beaulieu, Tom Prychitko, John Maticcik, Michelle Bergendahl, Robert Bergendahl, Michael Stanley, Ashley Payan, Melissa Cushing, and Patricia Flanigan, owners and/or lessees of 2015 Honda CR-V vehicles that they purchased and/or leased new from Honda of Stevens Creek, an authorized Honda dealership located in San Jose, California; Berkeley Honda, an authorized Honda dealership located in Berkeley, California; Fisher Auto, an authorized Honda dealership located in Boulder, Colorado; Honda of Lisle, an authorized Honda dealership located in Lisle, Illinois; Prime Honda, an authorized Honda dealership located in Saco, Maine; Colonial Honda, an authorized Honda dealership located in Dartmouth, Massachusetts; Suburban Honda, an authorized Honda dealership located in Farmington Hills, Michigan; Hugh White Honda, an authorized Honda dealership located in Columbus, Ohio; Lithia Honda, an authorized Honda dealership located in Medford, Oregon; Metro Honda, an authorized Honda dealership located in Johnston, Rhode Island; El Paso Honda, an authorized Honda dealership located in El Paso, Texas; Hall Honda, an authorized Honda dealership located in Virginia Beach, Virginia; West Hills Honda, an authorized Honda dealership located in Bremerton, Washington; respectively.

Shortly after their purchases and/or leases, each of the above individuals' 2015 CR-V experienced severe vibration. Each individual complained to a Honda dealership; some

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Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
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complained to Honda's corporate office. Despite their complaints, Honda has not provided free and effective warranty repairs that resolve the vibration.

Each of the above individuals is now aware that many CR-V owners are having the same problem. As you know, a number of class action lawsuits have been filed on this subject, and they have been coordinated in the *In re: American Honda Motor Co., Inc., CR-V Vibration Marketing and Sales Practices Litigation*, Case No. 2:15-md-2661 (S.D. Oh.) (the "Lawsuit").

With this letter, our firm, on behalf of the above-named individuals and all other purchasers and lessees of 2015 Honda CR-V vehicles, demands that Honda reevaluate its position and take prompt action.

NOTICE OF VIOLATIONS

In connection with the sale and lease of 2015 CR-V vehicles to the above individuals and others who are similarly situated, Honda failed to disclose known, material information at the time of sale and otherwise—namely, that the 2015 Honda CR-V is prone to vibration that typically manifests within 3 years and 36,000 miles of the vehicles first being put to use. The vibration manifests at levels that would be important to a reasonable consumer and which make the vehicles unable to pass without objection in trade and unfit for the ordinary purposes for which they are used. Although Honda is obligated by implied warranties and by its New Vehicle Limited Warranty to provide free and effective repairs, its dealerships have frequently denied the existence of the problem or said no warranty repair was available, only to then secretly develop a warranty repair that it has not made known to the general public. As a result, 2015 CR-V owners and lessees have not only been sold defective vehicles, they have frequently been denied repairs in breach of Honda's warranty obligations. This conduct:

- Violates the consumer protection laws of all fifty states, including:
 - California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*;
 - Maine's Unfair Trade Practices Act, Me. Rev. Stat. tit. 5, § 205-A, *et seq.*;
 - Massachusetts's Regulation of Business Practice and Consumer Protection Act, G.L. c. 93A; and
 - Texas's Deceptive Trade Practices-Consumer Protection Act, Tex. Bus. & Com. Code § 17.41, *et seq.*; and
- Violates federal and state warranty statutes, including:
 - The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*;
 - The Uniform Commercial Code express warranty statutes of all fifty states;
 - The Uniform Commercial Code implied warranty statutes of all fifty states; and
 - The Song-Beverly Consumer Warranty Act, Cal Civ. Code § 1790, *et seq.*

To: American Honda Motor Co.
Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
Date: January 18, 2016
Page: 3 of 4

REQUESTED REMEDIES

Julia Hsi, Bakh Inamov, Emily Vellano, Vivian Romaya, Robert Nonni, Richard Beaulieu, Tom Prychitko, John Maticcik, Michelle Bergendahl, Robert Bergendahl, Michael Stanley, Ashley Payan, Melissa Cushing, and Patricia Flanigan DEMAND THAT WITHIN THIRTY DAYS, you remedy your violations by doing the following:

- A. Disseminate a notice reasonably intended to reach all current and former owners and lessees of the 2015 Honda CR-V, in a form approved by Gibbs Law Group, setting forth:
 1. The existence and a description of the Lawsuit, including a summary of the subject matter and the claims asserted;
 2. The name, address, and telephone number of the attorneys who serve as Interim Co-Lead Counsel and Liaison Counsel in the Lawsuit;
 3. A description of the repairs, if any, which Honda believes may eliminate the vibration in the vehicles, along with any known limitations in the efficacy of those repairs; and
 4. The right of each owner and lessee of a 2015 CR-V to obtain the remedies described below.
- B. Subject to monitoring and confirmation by Gibbs Law Group, effectively repair, at no cost to owners and lessees, all 2015 CR-V vehicles presented with complaints of vibration.
- C. Subject to monitoring and confirmation by Gibbs Law Group, buy back all 2015 CR-V vehicles for which Honda's recommended repair fails to eliminate the vibration.
- D. Subject to monitoring and confirmation by Gibbs Law Group, fully reimburse all costs incurred by owners and lessees of the 2015 Honda CR-V as a result of the vibration (including for repairs, diagnoses, rental cars, and towing charges).
- E. Immediately cease selling and leasing the 2015 Honda CR-V at Honda dealerships without first providing satisfactory advance disclosure of the problem.
- F. Pay into a court-approved escrow account an amount of money sufficient to pay the above individuals' reasonable attorney fees and costs.

To: American Honda Motor Co.
Re: Pre-Litigation Notice: Excessive Vibration in 2015 Honda CRV
Date: January 18, 2016
Page: 4 of 4

Please contact us within thirty days to discuss Honda's implementation of these remedies. We are willing to discuss implementation immediately, including through mediation or an informal dispute resolution process.

Very truly yours,

GIBBS LAW GROUP LLP

/s/ David Stein

EXHIBIT 5

News from Honda



For more information:

Robyn Eagles (Honda) (310) 783-3163

Jessica Fini (Acura) (310) 783-3165

For Immediate Release

American Honda Sets New All-Time Annual Sales Record

- *Total combined annual Honda & Acura vehicle sales eclipse previous record set in 2007 with a 3.0 percent gain over 2014*
- *Honda Division records its best-ever year in 2015, gaining 2.6 percent*
- *Total Honda & Acura trucks set new all-time annual marks, up 9.7 percent in 2015*
- *Honda CR-V maintains position atop SUV market with fourth straight annual record*
- *American Honda also sets all-time record for month of December*

TORRANCE, Calif., January 5, 2016 – American Honda Motor Co., Inc. today reported all-time record annual sales of 1,586,551 Honda and Acura vehicles for 2015, an increase of 3.0 percent to beat the previous record set in 2007. Honda and Acura truck sales also set a new annual record, gaining 9.7 percent on sales of 770,424. Honda Division sales topped last year's record to set a new annual mark, rising 2.6 percent on sales of 1,409,386 units. Acura sales totaled 177,165, a 5.6 percent increase for the year and the division's best result since 2007.

"What better way to celebrate the "Year of Honda" than with an all-time automobile sales record," said John Mendel, executive vice president of the Automobile Division of American Honda Motor Co., Inc. "We are grateful to our customers who embraced our entire product lineup and are the true power behind the Honda brand."

Honda

The Honda Division maintained its strong momentum through the end of 2015, grabbing both annual and December all-time records for the second straight year. Core models CR-V, Civic and Accord all finished strong, with CR-V setting a new annual mark, while the Pilot and Odyssey continued to flex sales muscle. The addition of the HR-V to the lineup also helped push the division to new annual heights.

- CR-V set a new all-time annual record, gaining 3.2 percent on sales of 345,647 as it maintains its position as best-selling SUV in America.
- Core models CR-V, Accord and Civic combined for over 1-million in sales for the third straight year.

American Honda December 2015 Sales

Page 2

- In addition to the new annual record, Honda Division sales set a new combined car & truck December mark of 134,070 units, rising 12.2 percent for the month.
- Both cars and trucks set individual December records as well. Car sales were up 13.3 percent on sales of 72,839 units, while trucks gained 11.0 percent with sales of 61,681 vehicles.

“While we are excited about the all-time sales record, we continue to have incredible momentum driven by the relentless cadence of new and successful products we introduced in 2015 that will give the Honda brand tremendous energy going into the new year,” said Jeff Conrad, senior vice president and general manager of the Honda Division. “With a similar pace of new products coming this year, we’re anticipating a very robust 2016.”

Acura

The Acura Division enjoyed its best sales year since 2007, with strong performances from both sedans and trucks. The updated RDX set a new record and MDX recorded another year of sales over 50,000, despite limited inventory in last quarter of the year. Sedans also played a key role, with the TLX leading the way to take a larger share of the mid-luxury sedan segment.

- One of the hottest players in a hot luxury SUV segment, the Acura RDX set an all-time annual sales record, climbing 13.7 percent on sales of 51,026 vehicles.
- MDX exceeded 50,000 sales for the fourth straight year and continues to be the best-selling luxury three-row SUV in America.
- TLX sales of 47,080 and a stronger performance from ILX as the gateway to the sedan lineup helped boost Acura sedan sales more than 18 percent in 2015.
- Acura enjoyed a fourth consecutive year of sales growth in 2015 with 177,165 vehicles sold, gaining 5.6 percent for the year.
- Acura truck sales exceeded 100,000 for the second straight year.

“The Acura brand continues on its steady march, now four years strong— with both our sales and brand power gaining increasing momentum with both trucks and sedans,” said Jon Ikeda, vice president and general manager of the Acura division. “Importantly for our future, Acura sedans continue to gain strength – which will be our critical focus in the next phase of our strategic plan.”

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: American Honda Motor Co., Inc.,
CR-V Vibration Marketing and Sales
Practices Litigation

Case No. 2:15-md-2661

Judge Michael H. Watson
Chief Magistrate Judge Deavers

This document relates to: ALL CASES

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS SETTLEMENT**

The parties to this litigation have entered into a Stipulation of Settlement and Release (“Settlement Agreement”). Plaintiffs have filed a motion for preliminary approval of the settlement, which Defendant American Honda Motor Co., Inc. (“AHM”) does not oppose. The Court has read and considered the Settlement Agreement, all Exhibits thereto, and the parties’ arguments in support of preliminary settlement approval and finds that there is sufficient basis for: (1) granting preliminary approval of the settlement; (2) certifying the proposed Settlement Class for settlement purposes pursuant to Fed. R. Civ. P. 23(b)(2); (3) appointing Class Counsel for the Settlement Class; (4) appointing AHM as Settlement Administrator; (5) directing that the Settlement Class be notified of the proposed settlement in the form and manner proposed by the parties; and (6) setting a schedule for final settlement approval.

The Court now **GRANTS** the motion for preliminary approval and makes the following findings and orders:

A. Certification of the Settlement Class

1. The Court preliminarily certifies the following Settlement Class¹ pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure:

All persons or entities who own or lease any Settlement Class Vehicle in the United States, including its territories and Puerto Rico.

Excluded from the Settlement Class are AHM, any entity that is a subsidiary of or is controlled by AHM, anyone employed by Class Counsel; any judge to whom this case is assigned, his or her spouse, and members of the judge's staff; and anyone who purchased a Settlement Class Vehicle for the purpose of resale.

2. For purposes of settlement, the Court appoints Eric H. Gibbs and David K. Stein of Gibbs Law Group LLP and Gregory M. Travaglio and Mark H. Troutman to serve as Class Counsel.

3. For purposes of settlement only, the Court finds that applicable requirements of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for the following reasons. Joinder of all members of the Settlement Class in a single proceeding would be impractical because of their numbers and dispersion—the Settlement Class encompasses owners and lessees of approximately 340,000 vehicles across the United States. Common issues exist among Settlement Class members; in particular, each Settlement Class Member's claims depend on whether certain 2015 Honda CR-Vs are prone to unpleasant vibration and whether AHM sufficiently notified 2015 CR-V owners and lessees about the existence and availability of the product enhancements as described in Technical Service Bulletin 15-046 (the "Product Enhancements"). Plaintiffs' claims are typical of those of the Settlement Class because

¹ All capitalized terms not otherwise defined in this Order shall take the meaning set forth in the Agreement.

Plaintiffs: (1) own or lease 2015 CR-Vs, which they allege are prone to unpleasant vibration; and (2) have claims arising from AHM's alleged failure to provide sufficient information to Plaintiffs and the Settlement Class, including of the existence and availability of the Product Enhancements. Plaintiffs and their counsel will fairly and adequately protect the interests of the Settlement Class; Plaintiffs have no interests antagonistic to those of the Settlement Class, and are represented by counsel experienced and competent to prosecute this matter on behalf of the Settlement Class. Finally, the Settlement Class may be certified under Rule 23(b)(2), as AHM acted on grounds that apply generally to the Settlement Class, such that the proposed injunctive relief is appropriate respecting the Settlement Class as a whole. The Court makes the foregoing findings solely for purposes of settlement.

B. Preliminary Approval of the Settlement

4. For purposes of settlement, the Court preliminarily approves the proposed settlement under Rule 23(b)(2) and Rule 23(e), finding that its terms appear sufficiently fair, reasonable, and adequate to warrant (1) dissemination of notice pursuant to the Class Action Fairness Act ("CAFA"); and (2) the implementation of the Notice Plan as described in the Settlement Agreement. The Court finds that the Settlement Agreement contains no obvious deficiencies, falls within the range of possible approval, and that the parties entered into the Settlement in good faith, following arms-length negotiations between their respective counsel with the assistance of neutral mediator Frank A. Ray.

5. Within forty-five (45) days after the entry of this Order or as soon as reasonably practical thereafter, AHM shall implement the Customer Outreach Program set forth in the Agreement in the form substantially in the form attached to the Agreement as Exhibits G-J.

C. Notice Plan

6. The purpose of the Notice Plan is to provide information to interested members of the proposed Settlement Class.²

7. The Court hereby approves the Notice Plan, the form and procedure for disseminating notice of the proposed settlement to the Settlement Class set forth in the Agreement. The Court finds that the notice to be given constitutes reasonable and appropriate notice that satisfies the requirements of Rule 23(c)(2)(A) and Rule 23(e)(1).

8. Within thirty (30) days of entry of this Order or as soon as reasonably practical thereafter, AHM, which shall serve as Settlement Administrator, will provide Class Counsel with a proposed protocol to optimize web searches for terms related to 2015 CR-V vibration.

9. Within forty-five (45) days of entry of this Order, AHM will establish the Settlement Website. AHM will purchase keyword and phrase sponsorship on popular Internet search engines for a 180-day period so that Settlement Class Members who use those search terms will be directed to the Settlement Website. The forms of notice provided for by the Notice Plan shall be substantially in the form of the documents attached as Exhibits C, E, G-J to the Settlement Agreement.

10. AHM shall comply with the requirements of 28 U.S.C. § 1715(b) and serve notice of the proposed settlement upon the appropriate federal official and the appropriate State official of each state in which a Settlement Class member resides. Honda shall file with the Court a certification of the date upon which it served the CAFA Notice within ten (10) days of its service its service of the Notice (or the next business day if on the tenth day the court is closed).

² Because the proposed settlement is certified pursuant to Fed. R. Civ. P. 23(b)(2), the parties are not required to provide individual notice to all affected settlement class members. Fed. R. Civ. P. 23(c)(2), (e)(1).

11. Within sixty (60) days after entry of this Order or as soon as reasonably practical thereafter, AHM shall provide an affidavit for the Court, with a copy to Class Counsel, attesting that Notice was disseminated in a manner consistent with the Settlement.

12. AHM shall bear costs of implementation of the Notice Plan and Settlement Website consistent with the terms of the Agreement, except AHM shall not be responsible for the costs of contacting Settlement Class Members who contacted Class Counsel prior to the execution date of the Agreement, and who are not already receiving notice regarding vibration in 2015 Honda CR-V vehicles.

D. Procedure for Objecting to the Settlement

13. Any Settlement Class Member who wishes to object to the Settlement must within one hundred and five (105) days of the date of entry of this Order, submit a written notice of objection to the address set forth on the Settlement Website. To state a valid objection, an objecting Settlement Class Member must provide the following information in writing: (i) his/her/its full name, current address, and current telephone number; (ii) the model year of his/her/its Class Vehicle(s), as well as the VIN of his/her/its Class Vehicle(s); (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s); and (iv) copies of any other documents the objector wishes to submit in support of his/her/its position. The objector must also sign and date the objection. In addition, any objecting Settlement Class Member shall provide a detailed list of any other objections he/she/it previously submitted or which have been submitted on the objector's behalf (by, for example, the objector's counsel) to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his or her counsel has not objected to any other class action settlement in any court in the

United States in the previous five (5) years, he, she, or it shall affirmatively so state in the written materials provided in connection with the objection.

14. Any objecting Settlement Class Member may appear at the Final Approval Hearing, provided the Settlement Class Member's written objection includes a statement of the Settlement Class Member's intent to appear. If the Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the Settlement Class Member's written objection must also state the identity of any attorney who will appear at the Final Approval Hearing on the Settlement Class Member's behalf. Any Settlement Class Member who does not comply with the deadlines and other specifications set forth in the Notice, the Agreement and/or this Order will be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Court's Final Approval Hearing.

15. The filing of an objection allows Class Counsel and/or counsel for AHM to notice such objecting person for and take his, her, or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, as well as to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objecting Settlement Class Member to make himself/herself/ itself available for a deposition or to comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. If the Court finds the objection frivolous, or made for an improper purpose, the Court may tax the costs of any such discovery to the objecting Settlement Class Member (or his/her/its counsel).

16. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's

objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

E. Hearing and Briefing Schedule

17. The Final Approval Hearing, and a hearing regarding an award of Class Counsel Fees and Expenses shall be held on [REDACTED] (at least 145 days after the entry of the order)] in the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, Ohio 43215. At this Final Approval Hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Settlement Class and whether judgment should be entered on the terms stated in the Settlement; and (b) whether Plaintiffs' applications for attorney fees and expenses to ("Fee Applications") should be granted.

18. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement no later than sixty (60) days after the entry of this order.

19. Plaintiffs' counsel shall file their Fee Applications no later than sixty (60) days after the entry of this Order.

20. Any responses to Settlement Class Member objections shall be filed by no later than one hundred thirty (130) days after entry of this Order.

21. The Court reserves the right to adjust the time and date of the Final Approval Hearing and related deadlines. In that event, the revised hearing date or deadlines shall be posted on the Settlement Website, and the parties shall not be required to provide any additional notice to the Settlement Class.

IT IS SO ORDERED.

MICHAEL H. WATSON, JUDGE
UNITED STATES DISTRICT COURT