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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

17 DAVID J. KEEGAN, LUIS
18 GARCIA, ERIC ELLIS, CHARLES
19 WRIGHT, BETTY KOLSTAD,
20 CAROL HINKLE, AND
21 JONATHAN ZDEB, individually,
and on behalf of a class of similarly
22 situated individuals,
Plaintiffs,

23 v.

24 AMERICAN HONDA MOTOR
25 CO., INC.,

26 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND SERVICE
AWARDS; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: October 28, 2013

Time: 10:00 a.m.

Place: Courtroom 780

1 **PLEASE TAKE NOTICE** that on October 28, 2013 at 10:00 a.m., or as
2 soon thereafter as the matter may be heard in Courtroom 780 of the above-
3 captioned Court, located at 255 East Temple Street, Los Angeles, CA 90012, the
4 Honorable Margaret M. Morrow presiding, Plaintiffs will, and hereby do, move
5 for an Order granting final approval of the settlement agreed by the parties in this
6 matter, granting reasonable attorneys’ fees and expenses in the total amount of
7 \$3,165,000, and granting service awards to the Representative Plaintiffs totaling
8 \$35,000 in the aggregate. (*See* Settlement Agreement, attached as Exhibit D to
9 the Declaration of Michael A. Caddell, attached as Exhibit 1, (“Caddell
10 Decl.”).)¹

11 Pursuant to the Court’s April 11, 2013 Order preliminarily approving the
12 Settlement and associated notice plan, notice of this Motion was provided to
13 members of the provisionally certified Class on Friday August 9, 2013 by direct
14 U.S. Mail. Plaintiffs now request that the Court enter an Order approving the
15 Settlement and granting relief as follows:

16 1. Certifying, for settlement purposes only, a Class consisting of all
17 persons and entities who purchased or leased 2006 and 2007 Honda Civics, 2006
18 and 2007 Honda Civic Hybrids, and 2008 Honda Civic Hybrids with a VIN
19 range of JMFA3 85000001-JHMFA3 85010456 distributed for sale or lease in
20 the United States (including Puerto Rico, Guam, and the U.S. Virgin Islands),
21 with a subclass consisting of members of the settlement class who owned a
22 vehicle designated as a “Civic Si.”

23 2. Granting final approval of the Settlement Agreement as fair,
24 reasonable, and adequate and directing its implementation according to its terms
25 and provisions.

26 _____
27 ¹ Capitalized terms herein have the meanings defined in the Settlement
28 Agreement.

- 1 3. Granting attorneys' fees in the amount of \$2,865,413.47.
- 2 4. Granting expenses in the amount of \$299,586.53.
- 3 5. Granting service awards to the Representative Plaintiffs totalling
- 4 \$35,000 in the aggregate.
- 5 6. Discharging and releasing Defendant and Released Persons on the
- 6 terms and conditions set forth in the Settlement Agreement.
- 7 7. Granting such other relief as the Court deems just and proper.
- 8 8. This Motion is based upon: (a) this Notice of Motion and Motion;
- 9 (b) the Memorandum of Points and Authorities in Support of Motion for Final
- 10 Approval of Class Action Settlement and for Attorneys' Fees and Service
- 11 Awards; (c) the Declaration of Michael A. Caddell with its exhibits; (d) the
- 12 Declaration of Matthew R. Mendelsohn with its exhibits; (e) the Declaration of
- 13 Payam Shahian with its exhibits; (f) the Declaration of Robert L. Starr with its
- 14 exhibits; (g) the Declaration of Gregory A. Romer; (h) the Declaration of
- 15 Michael C. Andolina with its exhibits; (i) the [Proposed] Order Granting Final
- 16 Approval of Class Action Settlement and Attorneys' Fees, Expenses, and Service
- 17 Awards; (j) the records, pleadings, and papers filed in this action; and (k) such
- 18 other documentary and oral evidence or argument as may be presented to the
- 19 Court at the hearing of this Motion.

20 Defendant American Honda Motor Co., Inc. does not oppose this Motion.

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1 Dated: September 9, 2013

Respectfully submitted,

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs brought this action on behalf of themselves and a putative
4 nationwide class of current and former owners and lessees of 2006 and 2007
5 Honda Civics, 2006 and 2007 Honda Civic Hybrids, and certain 2008 Honda
6 Civic Hybrids² distributed for sale or lease in the United States (including Puerto
7 Rico, Guam, and the U.S. Virgin Islands) (collectively, the “Settlement Class
8 Vehicles”). Plaintiffs allege that the Settlement Class Vehicles suffer from a
9 suspension defect that causes uneven and premature tire wear. Defendant
10 American Honda Motor Co., Inc. (“Honda”) has disputed this claim and maintains
11 that the Settlement Class Vehicles functioned properly, that they were not
12 defective, and that no warranties or statutes were breached.

13 Plaintiffs have reached a settlement with Honda. The Settlement
14 Agreement³ provides for replacement of allegedly defective control arms in the
15 Settlement Class Vehicles, as well as reimbursement for tires replaced due to
16 premature tire wear, as described in more detail below. (*See infra* Section II.C.)
17 The settlement thus provides Class Members with remedies similar to what they
18 could expect to receive if the case were successfully tried, but without the delay
19 and risks associated with trial, and it should therefore be approved.

20 The Settlement Agreement also provides that Honda will not oppose Class
21 Counsel’s application for reasonable attorneys’ fees and expenses in a total
22 amount not to exceed \$3,165,000 and service awards for the Representative
23 Plaintiffs totaling \$35,000 in the aggregate. (Settlement Agreement, Ex. D to

24 ² Only certain 2008 Civic Hybrids are included because those with VIN numbers
25 higher than the range included in the Settlement Class were manufactured with
the longer control arm and thus do not suffer from the alleged suspension defect.

26 ³ The Settlement Agreement is attached as Exhibit D to the Declaration of
27 Michael A. Caddell, attached as Exhibit 1 (“Caddell Decl.”). Capitalized terms
herein have the meanings defined in the Settlement Agreement.

28

1 Caddell Decl. §§ 4.4, 12.2.) Class Counsel’s total lodestar to date for work
2 performed on behalf of the Class is \$3,944,163.00. While Class Counsel
3 endeavored to avoid duplicative billing and believes the hours logged in
4 representing the Class were reasonable and necessary, to eliminate any concern
5 regarding duplicative or unnecessary billing, Class Counsel has agreed to
6 unilaterally reduce their collective lodestar by 20%, to \$3,155,330.40, after which
7 the requested \$2,865,413.47 fee is still less than Class Counsel’s lodestar, or a
8 multiplier of 0.91. This “inverse” multiplier is well below than the multipliers
9 typically approved by the Ninth Circuit. *Vizcaino v. Microsoft Corp.*, 290 F.3d
10 1043, 1051 (9th Cir. 2002) (approving 3.65 multiplier and collecting authorities
11 holding that multipliers ranging from one to four are common); *In re Wal-Mart*
12 *Stores, Inc. Wage and Hour Litig.*, No. 06-2069, 2011 WL 31266, at *7 (N.D. Cal.
13 Jan. 5, 2011) (approving 1.4 multiplier as “warranted in view of the results
14 counsel achieved for the class”); *Hopson v. Hanesbrands Inc.*, No. 08-cv-0844,
15 2009 WL 928133, at *12 (N.D. Cal. April 3, 2010) (“[M]ultiples ranging from
16 one to four are frequently awarded in common fund cases when the lodestar
17 method is applied”) (quoting *In re Prudential Ins. Co. Am. Sales Practices Litig.*,
18 148 F.3d 283, 341 (3d Cir. 1998)). In view of the amount of work performed and
19 the excellent result obtained on behalf of the Class, the Court should approve
20 Counsel’s request for attorneys’ fees and expenses and grant the requested Service
21 Awards to the Representative Plaintiffs.

22 **II. SUMMARY OF THE LITIGATION**
23 **AND PROPOSED SETTLEMENT**

24 **A. Plaintiffs’ Pre-Suit Investigation**

25 This settlement is the product of years of investigation into the alleged
26 defect. Before filing the Complaint, Plaintiffs devoted two months to
27 investigating the defect alleged in this action. (Declaration of Michael A. Caddell,
28

1 attached as Ex. 1 (“Caddell Decl.”) ¶ 22.) Among other things, Plaintiffs set up a
2 website and fielded hundreds of inquiries from prospective class members during
3 the course of this litigation and consulted the National Highway Traffic Safety
4 Administration (“NHTSA”) website, where consumers had complained about the
5 alleged defect. (*Id.*) In addition, Plaintiffs reviewed Honda’s manuals and
6 technical service bulletins, blogs discussing the alleged defect, and relevant
7 federal motor vehicle safety regulations. (*Id.*) Finally, Plaintiffs visited tire
8 facilities, conducted research into potential causes of action, and researched other
9 cases in which the same or similar defects were alleged. (*Id.*)

10 **B. The Litigation**

11 On December 10, 2010, Plaintiff David Keegan filed this action on behalf
12 of a nationwide class of owners and lessees of the Settlement Class Vehicles.
13 (Dkt. 1.) In the First Amended Complaint, Plaintiffs allege that the Settlement
14 Class Vehicles suffer from a common defect that gives the rear wheels excessive
15 “negative camber.” (Dkt. 39 ¶¶ 3–7.) “Negative camber” means that the top of
16 the wheel is slanted toward the car relative to the bottom of the wheel. (*Id.*)
17 While some negative camber aids vehicle stability, too much negative camber can
18 lead to disruptive tire noise and excessive and premature tire wear—exactly what
19 has allegedly plagued the Class Vehicles here. (*Id.*) As a result, many Settlement
20 Class members experienced premature and irregular tire wear, forcing them to
21 replace their tires before they otherwise would have. (*Id.*)

22 Plaintiffs brought consumer fraud claims, alleging that Honda was aware of
23 the Suspension Defect but failed to disclose the defect to Settlement Class
24 Members at the time of sale or thereafter. (Dkt. 39 ¶¶ 7, 8, 17.) Plaintiffs also
25 brought claims under warranty law, alleging that Honda wrongly refused to repair
26 the alleged defect while it was under warranty. Plaintiffs sought as damages the
27
28

1 cost to repair the suspension defect and reimbursement for premature tire
2 replacements. (*Id.* at ¶ 15.)⁴

3 Honda filed a motion to dismiss each of Plaintiffs' legal claims on June 20,
4 2011. (Dkt. 45.) Plaintiffs engaged in extensive briefing, including supplemental
5 notices of new authority, and prepared for and presented oral argument at a
6 hearing on this motion. (Caddell Decl. ¶ 29.) The Court granted the motion in
7 part and denied it in part, preserving Plaintiffs' claims in large part except for
8 certain state-law implied warranty claims. (Dkt. 110; Caddell Decl. ¶ 29.)

9 Plaintiffs also engaged in substantial fact and expert discovery including:
10 (1) propounding and responding to written discovery and reviewing over 115,000
11 pages of documents produced by Honda in this case, (2) defending depositions of
12 six Plaintiffs, (3) taking depositions of four Honda witnesses, (4) attending
13 multiple vehicle inspections, (5) retaining experts and obtaining expert
14 declarations in support of class certification, and (6) taking and defending expert
15 depositions. (Caddell Decl. ¶¶ 23–26.) In addition, Plaintiffs' experts purchased
16 three Honda vehicles and new tires for each vehicle and drove the vehicles for
17 thousands of miles to investigate the alleged defect and its effect on tire wear. (*Id.*
18 ¶ 28.)

19 Class certification also involved significant motion practice, including
20 asserting and responding to evidentiary objections, supplemental briefing
21 regarding consumer protection and express warranty law, and preparing for and
22 presenting oral argument at the class certification hearing. (*See, e.g.*, Dkt. 76, 107,
23 108, 109, 111, 112, 118, 119, 124–129, 131–134, and 138; *see also* Caddell Decl.
24 ¶ 30.) On June 12, 2002, the Court certified the following classes and subclasses:

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26 ⁴ Honda has denied the material factual allegations in the case and does not
27 admit any liability by this settlement.
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(A) [**“Warranty Class:”**] All purchasers and lessees of any 2006 through 2007 Honda Civic and 2006 through 2008 Honda Civic Hybrid vehicle who purchased or leased the vehicle in California and who allege claims for breach of express and implied warranty under California law.

(B) [**“Consumer Protection Class:”**] All purchasers and lessees of any 2006 through 2007 Honda Civic and 2006 through 2008 Honda Civic Hybrid vehicle who purchased or leased the vehicle in California, Florida, and New York, divided into the following three subclasses:

(1) [**“California Consumer Protection Subclass:”**] a California UCL/CLRA class of purchasers and lessees of any 2006 through 2007 Honda Civic and 2006 through 2008 Honda Civic Hybrid vehicle who purchased or leased the vehicle in California between December 10, 2006 and December 10, 2010;

(2) [**“New York Consumer Protection Subclass:”**] a New York General Business Law § 349 class of purchasers and lessees of any 2006 through 2007 Honda Civic and 2006 through 2008 Honda Civic Hybrid vehicle who purchased or leased the vehicle in New York between December 10, 2007 and December 10, 2010; and

(3) [**“Florida Consumer Protection Subclass:”**] a Florida Deceptive and Unfair Trade Practices Act class of purchasers and lessees of any 2006 through 2007 Honda Civic and 2006 through 2008 Honda Civic Hybrid vehicle who purchased or leased the vehicle in Florida between December 10, 2006 and December 10, 2010.

(Dkt. 138 at 76.) Honda petitioned for interlocutory review of the Court’s class certification order under Federal Rule of Civil Procedure 23(f). The parties

1 engaged in extensive briefing of this petition, including a reply, motion to strike,
2 and surreply, and the Ninth Circuit denied the petition on November 9, 2012.
3 (Dkt. 146; Caddell Decl. ¶ 31.)

4 Prior to and during the pendency of the 23(f) petition, the parties
5 commenced settlement discussions. (Caddell Decl. ¶ 35.) The parties participated
6 in a formal mediation session with Maureen Summers, an experienced mediator
7 recognized on multiple occasions as one of the top neutrals in California, on
8 July 12, 2012 and a subsequent in-person meeting between counsel on November
9 15, 2012. (*Id.* ¶¶ 35–37.) In addition, the parties had multiple telephone
10 conferences regarding the terms of the proposed settlement. (*Id.* ¶ 37.) At the
11 November 15 meeting, Honda agreed to the broad terms of settlement relief to a
12 nationwide class, and the parties began to formalize the Settlement Agreement.
13 (*Id.* ¶ 36.) At all times, these negotiations were conducted at arm’s length and
14 without regard to any agreement regarding attorneys’ fees, expenses, or service
15 awards. (*Id.*) Only after the benefits to the Settlement Class had been agreed
16 upon did the parties engage in a final mediation session with Maureen Summers
17 on January 11, 2013 to resolve the issues of attorneys’ fees, expenses, and service
18 awards. (*Id.* ¶ 37.)

19 **C. Terms of the Proposed Settlement**

20 **1. Control Arm Replacement**

21 Honda will provide Control Arm Replacements without charge at an
22 Authorized Honda Dealer for Settlement Class Members with proof that tires on
23 the Settlement Class Vehicle have experienced Reimbursable Tire Wear. Proof
24 requires either (1) inspection at an Authorized Honda Dealer that finds
25 Reimbursable Tire Wear, or (2) Proof of Payment establishing Reimbursable Tire
26 Wear. To be eligible to receive this benefit, Settlement Class Members must bring
27 their Settlement Class Vehicle to an Authorized Honda Dealer and provide the
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1 required information to an Authorized Honda Dealer within the Claims Period.
 2 (Settlement Agreement, Ex. D to Caddell Decl. §§ 4.1–4.2.)

3 **2. Reimbursement for Control Arm Replacement**

4 For current and former owners and lessees of Settlement Class Vehicles
 5 who have previously paid for Control Arm Replacements, Honda will reimburse
 6 their Out-of-Pocket Expenses for parts and labor for the Control Arm
 7 Replacements. (*Id.*) To be eligible to receive reimbursement, Settlement Class
 8 Members must provide Proof of Payment and submit a Claim Form in the manner
 9 described below within the Claims Period. (*Id.*)

10 **3. Reimbursement for Premature Tire Wear**

11 Settlement Class Members who replaced their tires due to Reimbursable
 12 Tire Wear may submit a claim for pro rata reimbursement for Out-of-Pocket
 13 Expenses for tire replacement pursuant to the schedules set forth below. (*Id.* §
 14 4.3.) To be eligible for this pro rata reimbursement, Settlement Class Members
 15 must provide Proof of Payment and submit a valid Claim Form within the Claims
 16 Period. (*Id.*)

17 ***Settlement Class Vehicles (Except Honda Civic SI) Reimbursement Chart***

Mileage	Tread Depth							No tread depth info
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	
0–3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501–6,500	100%	100%	100%	100%	50%	50%	0%	75%
6,501–9,500	100%	100%	100%	75%	50%	25%	0%	50%
9,501–12,500	75%	75%	75%	50%	25%	0%	0%	50%
12,501–15,500	75%	75%	75%	50%	25%	0%	0%	50%
15,501–18,750	50%	50%	50%	50%	25%	0%	0%	25%
18,751–21,750	25%	25%	25%	0%	0%	0%	0%	25%
21,751–25,000	25%	25%	25%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%

Honda Civic SI—OEM Tires Reimbursement Chart

Mileage	Tread Depth							No tread depth info
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	
0–3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501–6,500	100%	100%	100%	100%	50%	25%	0%	75%
6,501–9,500	75%	75%	75%	50%	50%	0%	0%	50%
9,501–12,500	75%	75%	75%	50%	25%	0%	0%	25%
12,501–15,500	50%	50%	50%	25%	0%	0%	0%	25%
15,501–18,750	50%	25%	25%	25%	0%	0%	0%	0%
18,751–21,750	0%	0%	0%	0%	0%	0%	0%	0%
21,751–25,000	0%	0%	0%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%

4. The Claims Process

The claims process has been designed to minimize the burden on the Settlement Class Members while also ensuring that only valid claims are paid. The claim form is a simple form that has been mailed to 1,254,673 current and former owners and lessees of Settlement Class Vehicles along with a notice explaining the settlement. (Declaration of Gregory A. Romer, attached as Ex. 14 (“Romer Decl.”), ¶ 3.) To receive relief, Settlement Class Members need only supply the information on the claim form and submit the appropriate documentation. (Settlement Agreement, Ex. D to Caddell Decl. § 5.2)

Honda is responsible for verifying a Class member’s eligibility to recover under the Settlement Agreement and must give Class members an opportunity to cure any deficiency in their claims. (*Id.* § 9.3.) Any Settlement Class Member whose claim is ultimately denied will also have the right to appeal to the Better Business Bureau, with Honda bearing the expense of any fees charged by the Better Business Bureau. (*Id.* § 5.3.) Honda is responsible for paying all valid claims submitted, and there is no cap to Honda’s total liability.

1 **5. Release**

2 In exchange for the benefits provided by Honda under the proposed
3 settlement, class members will release Honda, related companies, their employees,
4 and other related persons from all claims that arise from or relate to the alleged
5 suspension defect, with the exception of personal injury and property damage
6 (excluding damage to Settlement Class Vehicles). (*Id.* § 7.1.)

7 **6. Attorneys’ Fees and Expenses**

8 The time and expense incurred by Class Counsel to secure the relief on
9 behalf of the Settlement Class will be paid by Honda, separate from the benefits to
10 the Settlement Class. At a separate fee mediation that took place after relief to the
11 Settlement Class had already been agreed on, Honda agreed not to oppose an
12 application for fees and expenses not to exceed \$3.165 million. (Caddell Decl.
13 ¶ 37, Settlement Agreement, Ex. D to Caddell Decl. § 12.)

14 **7. Service Awards**

15 Service Awards to the Representative Plaintiffs for their efforts to secure
16 the relief on behalf of the Settlement Class will be paid by Honda, separate from
17 the benefits to the Settlement Class. (Settlement Agreement, Ex. D to Caddell
18 Decl. § 4.4.) Honda has agreed not to oppose an application for service awards to
19 the Representative Plaintiffs not to exceed \$35,000 collectively. (*Id.*)

20 **III. ARGUMENT AND AUTHORITIES**

21 **A. The Court Should Approve the Settlement as Fair, Reasonable, and**
22 **Adequate.**

23 To approve a class action settlement under FED. R. CIV. P. 23(e), the Court
24 must find that the settlement is “fair, reasonable, and adequate,” recognizing that
25 “it is the settlement taken as a whole, rather than the individual component parts,
26 that must be examined for overall fairness.” *Staton v. Boeing*, 327 F.3d 938, 960
27 (9th Cir. 2003) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
28

1 1998). “[T]he court’s intrusion upon what is otherwise a private consensual
2 agreement negotiated between the parties to a lawsuit must be limited to the extent
3 necessary to reach a reasoned judgment that the agreement is not the product of
4 fraud or overreaching by, or collusion between, the negotiating parties, and that
5 the settlement, taken as a whole, is fair, reasonable, and adequate to all
6 concerned.” *Officers for Justice v. Civil Serv. Comm'n of City & Cnty. of San*
7 *Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

8 In evaluating the fairness of the settlement, the Court should balance “the
9 strength of plaintiffs’ case; the risk, expense, complexity, and likely duration of
10 further litigation; the risk of maintaining class action status throughout the trial;
11 the amount offered in settlement; the extent of discovery completed, and the stage
12 of the proceedings; the experience and views of counsel; the presence of a
13 government participant, and the reaction of the class members to the proposed
14 settlement.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir.
15 1992) (quoting *Officers for Justice*, 688 F.2d at 625.) The relative degree of
16 importance to be attached to any particular factor will depend upon and be
17 dictated by the nature of the claims advanced, the types of relief sought, and the
18 unique facts and circumstances of each case. *Nat’l Rural Telecomms. Coop. v.*
19 *DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (citing *Officers for Justice*,
20 688 F.2d at 625).

21 In affirming the settlement approved by the trial court in *Class Plaintiffs*,
22 the Ninth Circuit noted that it “need not reach any ultimate conclusions on the
23 connected issues of fact and law which underlie the merits of the dispute, for it is
24 the very uncertainty of outcome in litigation and avoidance of wasteful and
25 expensive litigation that induce consensual settlements.” *Class Plaintiffs*, 955
26 F.2d at 1291 (internal quotation and citation omitted). Where, as here, the
27 settlement is the product of arm’s length negotiations conducted by capable
28

1 counsel with extensive experience in complex class action litigation, the court
2 begins its analysis with a presumption that the settlement is fair and should be
3 approved. *See* 4 NEWBERG ON CLASS ACTIONS (4th ed.) § 11.41. As discussed in
4 greater detail below, the settlement presented here is entitled to a presumption of
5 fairness. First, the settlement was reached only after extensive arm’s-length
6 negotiations. (*See* Caddell Decl. ¶¶ 35–37.) Thus, there is no indication of
7 collusion. Second, Class Counsel and counsel for Honda are experienced in class
8 action litigation, acted in good faith, and represented their clients’ best interests in
9 reaching the settlement. (*Id.* ¶¶ 8–14, 21.) In addition, all of the *Class Plaintiffs*
10 factors favor approval, as shown below.

11 **1. The Value of the Settlement and the Substantial Benefits It**
12 **Provides to the Class Support Final Approval.**

13 The settlement represents an excellent result for the Class. (*Id.* ¶ 38–43.)
14 Settlement Class members will receive, at no charge, Control Arm Replacements
15 valued at approximately \$302, which will provide a complete repair for the
16 defective suspension alleged in Plaintiffs’ Complaint. (*Id.* ¶ 38.) In addition,
17 eligible Settlement Class members who have previously paid for Control Arm
18 Replacements will be reimbursed for those costs. (*Id.*) Finally, Settlement Class
19 members who replaced tires prematurely because of irregular tire wear caused by
20 defective control arms will receive partial compensation for their tire replacement
21 costs. (*Id.* ¶ 39.) Altogether, the settlement provides remedies similar to what
22 Settlement Class members could expect after a successful trial, but without the
23 risk or delay associated with continued litigation.

24 This result compares favorably with results achieved in other cases. *Cf.*
25 *Daniel v. Ford Motor Co.*, No. 11-cv-2890, 2013 WL 3146810, at *6 (E.D. Cal.
26 June 18, 2013) (denying class certification in suspension defect case); *see also*
27 *Samuel-Bassett v. Kia Motors America, Inc.*, 34 A.3d 1 (Penn. 2011) (nearly 12
28

1 years after the commencement of the action, the Supreme Court of Pennsylvania
2 ultimately affirmed award for brake repairs). What is more, the claims process
3 here allows Settlement Class members to obtain these benefits by completing a
4 simple form and providing basic documentation, without requiring Settlement
5 Class members to meet the full evidentiary burdens they could face in individual
6 litigation or in a claims process following a successful class trial. This factor
7 therefore strongly supports settlement approval. *Hopson*, 2009 WL 928133 at *8
8 (holding that benefits of settlement supported approval where recovery
9 “appear[ed] to be a reasonable compromise”).

10 **2. The Risks Inherent in Continued Litigation and Trial Support**
11 **Final Approval.**

12 While Plaintiffs have confidence in their claims, Honda has raised a number
13 of substantive defenses, including, among others, a defense that Honda had no
14 prior knowledge of the alleged defect, that Honda had no duty to disclose the
15 defect to consumers, and that Plaintiffs cannot prove the alleged defect is safety
16 related. (See Dkt. 28-1 at 7–8 (citing *Daugherty v. American Honda Motor Co.*,
17 144 Cal. App. 4th 824 (Cal. Ct. App. 2006)); Caddell Decl. ¶ 41.) Honda has also
18 disputed whether the alleged suspension defect caused Plaintiffs’ tire wear and
19 argued that other factors, including aggressive driving habits, poor vehicle
20 maintenance, and improper inflation, can also cause premature tire wear. The
21 settlement eliminates any potential risk of non-recovery if Honda were to prevail
22 on these defenses. *Browning v. Yahoo!, Inc.*, No. 04-cv-1463, 2007 WL 4105971,
23 at *14 (N.D. Cal. Nov. 16, 2007) (holding that “legal uncertainties at the time of
24 settlement—particularly those which go to fundamental legal issues—favor
25 approval”).

26 If the parties had been unable to resolve this case through settlement, the
27 continued litigation would have been expensive and lengthy, requiring significant
28

1 and costly involvement from expert witnesses. (Caddell Decl. ¶ 40); *see Hanlon*,
2 150 F.3d at 1025 (holding that district court should evaluate the settlement in light
3 of “the risk, expense, complexity, and likely duration of further litigation”). The
4 settlement, by contrast, provides immediate relief. This factor thus also supports
5 approval. *Id.*; *Browning*, 2007 WL 4105971 at *10 (holding that settlement
6 approval was proper where “further litigation before this Court would be time
7 consuming, complex, and expensive”).

8 **3. The Settlement Eliminates Any Risk of Maintaining Class Action**
9 **Status Throughout the Trial.**

10 The settlement eliminates any risk that further discovery might raise
11 manageability concerns that would cause the Court to reevaluate class
12 certification. (*See* Dkt. 138 at 76 n.144 (observing that the Court’s conclusion on
13 class certification is “subject to ongoing evaluation in light of ongoing discovery
14 and manageability concerns”).) This factor also weighs in favor of approval of the
15 settlement. *Browning*, 2007 WL 4105971 at *11 (holding that settlement approval
16 was proper where there was a risk that settlement approval might not be
17 maintained through trial.)

18 **4. The Extent of Discovery and the Stage of the Proceedings Favor**
19 **Settlement Approval.**

20 Plaintiffs in this litigation have undertaken extensive discovery and motion
21 practice, so that Plaintiffs and Class Counsel had adequate information with which
22 to evaluate their claims. (Caddell Decl. ¶¶ 23–31.) Plaintiffs reviewed
23 voluminous quantities of evidence and retained multiple experts. (Caddell Decl.
24 ¶¶ 26, 27–28.) Plaintiffs also successfully engaged in comprehensive briefing on
25 crucial motions, including Defendants’ motion to dismiss, Plaintiffs’ motion for
26 class certification, and the interlocutory 23(f) appeal petition. (*Id.* ¶¶ 29–31.)
27 Both sides engaged and consulted with experts to develop facts in support of their
28

1 arguments, giving all parties a fair opportunity to assess the strengths and
2 weaknesses of their respective positions. All of this work informed the arm’s-
3 length mediation sessions with mediator Maureen Summers that resulted in the
4 Settlement Agreement. The stage of proceedings therefore also favors settlement
5 approval. *Browning*, 2007 WL 4105971, at *11–12 (holding that stage of
6 proceedings weighed in favor of approval where “parties engaged in multiple
7 rounds of mediation” and were thus “well positioned to assess the strength of this
8 case and the comparative benefits of the proposed settlement”).

9 **5. The Recommendations of Experienced Counsel Favor Approval**
10 **of the Settlement.**

11 Class counsel, highly experienced in class-action and automobile product
12 defect litigation, view this as an excellent settlement.⁵ (Caddell Decl. ¶ 43); *see*
13 *Hartless*, 273 F.R.D. 630 (“The recommendations of counsel are given great
14 weight since they are most familiar with the facts of the underlying litigation.”)
15 Furthermore, the parties reached the settlement in part via arm’s-length mediation
16 sessions with Maureen Summers, an experienced mediator, showing that the
17 settlement was not the result of collusion or bad faith. (Caddell Decl. ¶¶ 35–37);
18 *see Hanlon*, 150 F.3d at 1029 (finding that “the court relied on the mediator as
19 independent confirmation that the fee was not the result of collusion or a sacrifice
20 of the interest of the class”); *Satchell v. Fed. Exp. Corp.*, No. 03-cv-2659, 2007
21 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007) (“The assistance of an experienced
22 mediator in the settlement process confirms that the settlement is non-collusive.”)

23
24
25
26 ⁵ In support of class certification, Class Counsel submitted declarations setting
27 forth their extensive experience and success in class action and complex
28 litigation involving defective products, including defective automobiles.
(*See* Dkt. 81 at 11–12 & Exs. 17, 18, 19 & 20.)

1 **6. No Attorneys General Object to the Settlement.**

2 Notice of the settlement was provided to the Attorney General of the United
3 States and the Attorneys General of each state in which a Settlement Class
4 member resides, as required by the Class Action Fairness Act, 28 U.S.C. § 1715.
5 (Declaration of Michael C. Andolina, attached as Ex. 13, and Exs. A–B thereto.)
6 No Attorneys General object to the settlement, and this factor therefore also favors
7 approval. *Browning*, 2007 WL 4105971 at *12 (holding that where governmental
8 agencies were given notice of the settlement and did not object, factor weighed in
9 favor of settlement).

10 **7. Class Members’ Positive Reaction Supports Final Approval.**

11 All of the Representative Plaintiffs support the settlement. (Declaration of
12 David J. Keegan, attached as Ex. 5, ¶ 8; Declaration of Luis Garcia, attached as
13 Ex. 6, at 2; Declaration of Eric Ellis, attached at Ex. 7, ¶ 8; Declaration of Charles
14 Wright, attached as Ex. 8, ¶ 7; Declaration of Bet Kolstad, attached as Ex. 9, ¶ 8;
15 Declaration of Carol E. Hinkle, attached as Ex. 10, ¶ 8; Declaration of Shawn
16 Phillips, attached as Ex. 11, ¶ 7; Declaration of Benittia Hall, attached as Ex. 12,
17 ¶ 7.) Of the 1,254,673 class members notified of the settlement, only 101, an
18 infinitesimal percentage, have opted out. (Romer Decl. ¶ 4.) While the deadline
19 for opt-outs and objections has not yet passed, only approximately 22 have
20 objected to date.⁶ In general, these objections either express a wish that the
21 settlement could have been even more advantageous or that claims could be filed
22 without proof of damages. A settlement, however, is necessarily a compromise,
23 taking into account the risks of continued litigation. *See Hopson*, 2009 WL
24 928133 at *7 (holding that settlement represented a “reasonable compromise”
25

26 ⁶ The deadline for opt-outs and objections is September 23. (Dkt. 162 at 4–5.)
27 This estimate is based on the number of objections received by Class Counsel
28 which show that they were also sent to the Court. No objections have yet been
filed on the Court’s docket sheet in this matter.

1 where plaintiffs’ recovery represented “approximately 30% of the maximum
2 expected lost wages and penalties should Plaintiffs prevail”); *Glass v. UBS Fin.*
3 *Servs., Inc.*, No. 06-cv-4068, 2007 WL 221862 at *5 (N.D. Cal. Jan. 26, 2007)
4 *aff’d*, 331 F. App’x 452 (9th Cir. 2009) (approving settlement where “amount of
5 the settlement constituted approximately 25 to 35% of the amount of damages
6 plaintiffs could have hoped to prove at trial”). Moreover, the proof of damages
7 required in the claims process is less than would be required in an individual suit,
8 allowing thousands of Honda owners who could not have pursued claims on their
9 own to recover substantial compensation. *See Hartless*, 273 F.R.D. at 640–41
10 (holding that amount of settlement favored approval where claims process offered
11 relief “greater than most individuals would have received if they had litigated their
12 own case and relieves the burdens of showing reliance and causation for a modest
13 recovery”). Plaintiffs will more specifically respond to these and any additional
14 objections that may be filed according to the Court-ordered schedule on
15 October 7, 2013. (*See* Dkt. 162 at 5.)

16 While the deadline for objections had not yet passed, the low rate of
17 objections to date indicates that the vast majority of the class supports the
18 settlement, weighing in favor of approval. *See Hanlon*, 150 F.3d at 1027 (“[T]he
19 fact that the overwhelming majority of the class willingly approved the offer and
20 stayed in the class presents at least some objective positive commentary as to its
21 fairness.”); *In re Netflix Privacy Litig.*, No. 11-cv-00379, 2013 WL 1120801, at *8
22 (N.D. Cal. March 18, 2013) (holding that low rates of opt-outs and objections
23 weighed in favor of settlement approval).

24 Given the favorable terms of the settlement and the rigorous manner in
25 which these terms were negotiated, the proposed settlement is a fair, reasonable,
26 and adequate compromise of the issues in dispute and merits final approval.
27
28

1 **B. The Court-Ordered Notice Program Meets Due Process Standards and**
2 **Has Been Fully Implemented.**

3 “Rule 23(e)(1)(B) requires the court to ‘direct notice in a reasonable manner
4 to all class members who would be bound by a proposed settlement, voluntary
5 dismissal, or compromise.’” MANUAL FOR COMPLEX LITIGATION, § 21.312 (4th
6 ed. 2004); *see Hanlon*, 150 F.3d at 1026 (“Adequate notice is critical to court
7 approval of a class settlement under Rule 23(e).”) In order to protect the rights of
8 absent class members, the Court must provide the best notice practicable under the
9 circumstances. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12
10 (1985).

11 Notice here squarely met these requirements. Honda contracted with Polk,
12 which specializes in identifying vehicle owners and lessees, to identify all current
13 and former owners and lessees of Settlement Class Vehicles. (Romer Decl. ¶ 3.)
14 Honda then mailed each Class Member an individual notice of the proposed
15 settlement along with a claim form. *See Mullane v. C. Hanover Bank & Trust*,
16 339 U.S. 306, 314–18 (1950) (explaining that notice by first class mail will
17 generally be the “best practicable notice”). The form of the notice mailed,
18 attached as Exhibit 3 to the Settlement Agreement, contained all of the content
19 required by Rule 23(c)(2)(B), including a definition of the Settlement Class and
20 subclass, a description of the action and the claims; notice of the Settlement Class
21 members’ right to opt out of the proposed settlement; and notice of their right to
22 object to or comment on the settlement and any application for attorneys’ fees,
23 costs, and service awards. (Romer Decl. ¶ 3.) Adequate notice has therefore been
24 provided. *Hanlon*, 150 F.3d at 1011 (holding notice requirements met where the
25 notice provided class members “with the opportunity to opt-out and individually
26 pursue any state law remedies that might provide a better opportunity for
27 recovery”).

28

1 **C. Class Certification is Appropriate for Settlement Purposes.**

2 In its Preliminary Approval Order dated April 11, 2013, the Court
3 provisionally certified the Settlement Class. (Dkt. 162 at 2.) All required criteria
4 for class certification remain satisfied. (See Dkt. 159 at 13–14.) For the same
5 reasons that the Court conditionally certified the Settlement Class before, the
6 Court should find that the Class meets the requirements of Rule 23 for purposes of
7 final approval. See *Amchem Prods. v. Windsor*, 521 U.S. 591, 622 (1997);
8 MANUAL FOR COMPLEX LITIGATION (4th ed.), § 21.632.

9 **D. The Court Should Award the Requested Attorneys’ Fees.**

10 Plaintiffs request an award of attorneys’ fees in the amount of
11 \$2,865,413.47, which represents less than Class Counsel’s adjusted lodestar, or an
12 “inverse” 0.91 multiplier on the time and effort that Class Counsel have invested
13 in achieving this excellent result for the Class. Because this amount is reasonable
14 and well within Ninth Circuit standards, this Court should award the requested
15 attorneys’ fees.

16 **1. The Requested Fee Is Reasonable According to Lodestar**
17 **Principles.**

18 Awards of attorneys’ fees are guided by the principle that fee awards should
19 be “reasonable under the circumstances.” *In re Wash. Public Power Supply Sys.*
20 *Secs. Litig.*, 19 F.3d 1291, 1296 (9th Cir. 1994). Courts awarding fees in class-
21 action settlements in the Ninth Circuit have discretion to use either the lodestar or
22 the percentage of common fund approach. See *id.* (holding that district court did
23 not abuse discretion in choosing lodestar method). While the percentage method
24 may be preferred for its ease of application in cases involving a capped common
25 fund, the lodestar approach is the most straightforward here, because the
26 settlement structure places no cap on Honda’s total liability. *Hanlon*, 150 F.3d at
27 1029 (affirming choice of lodestar method where calculation of value of common
28

1 fund was uncertain); *Grays Harbor Adventist Christian School v. Carrier Corp.*,
2 No. 05-cv-05437, 2008 WL 1901988 (W.D. Wash. April 24, 2008) (holding that
3 where “[s]ettlement relief will be paid on a claims made basis with no cap to the
4 relief available, consideration of attorneys’ fees lends itself more readily to the
5 lodestar method”).

6 **a. Class Counsel’s hourly rates are reasonable.**

7 Courts calculate the lodestar by multiplying the number of hours reasonably
8 expended on the litigation by a reasonable hourly rate. *Staton*, 327 F.3d at 965.
9 “A reasonable hourly rate is determined pursuant to the prevailing market rates in
10 the relevant community.” *Hartless*, 273 F.R.D. at 644. Plaintiffs here request that
11 the Court award fees based on Class Counsel’s current hourly rates, which reflect
12 the market value of their skill and experience. (Caddell Decl. ¶ 47; Declaration of
13 Matthew Mendelsohn, attached as Ex. 2 (“Mendelsohn Decl.”); Declaration of
14 Payam Shahian, attached as Ex. 3 (“Shahian Decl.”); Declaration of Robert Starr,
15 attached as Ex. 4 (“Starr Decl.”); *see Young v. Polo Retail, LLC*, No. 02-cv-4546,
16 2007 WL 951821, at *6 (N.D. Cal. March 28, 2007) (holding that using current
17 hourly rates “simplifies the calculation and accounts for the time value of money
18 in that counsel has not been paid contemporaneously with their work in this
19 case”). In addition, Class Counsel’s declarations submitted in support of this
20 motion show that the specific rates charged by each firm have been accepted in
21 other class action cases and are comparable to rates approved by other district
22 courts in class action litigation. (Caddell Decl. ¶¶ 48–49; Mendelsohn Decl. ¶ 6;
23 Shahian Decl. ¶¶ 15–18; Starr Decl. ¶¶ 6–9); *see Jennifer Smith, Biggest Lawyers*
24 *Grab Fee Bounty*, Wall Street Journal, April 15, 2011⁷ (finding that at Skadden,
25 Arps, Slate, Meagher & Flom LLP, the top disclosed partner billing rate was

26 ⁷ Available at
27 [http://online.wsj.com/article/SBI000014240505270230481840577346033823556](http://online.wsj.com/article/SBI000014240505270230481840577346033823556086.htm)
28 086.htm

1 \$1,095 and the lowest disclosed partner rate was \$790.00); Vanessa O’Connell,
2 *Big Law’s \$1,000-Plus an Hour Club*,⁸ Wall Street Journal, Feb. 23, 2011 (finding
3 that more than 120 lawyers for whom information was available had hourly rates
4 exceeding \$1,000); *see also Hartless*, 273 F.R.D. at 644 (holding that rates were
5 reasonable where they were similar to those charged in the community and
6 approved by other courts).

7 **b. The submitted hours are reasonable.**

8 With this motion, Class Counsel submit evidence of the hours reasonably
9 expended in this litigation. (Caddell Decl. ¶ 45 and Ex. B thereto; Mendelsohn
10 Decl. ¶¶ 6–7 and Ex. C thereto; Shahian Decl. ¶ 11; Starr Decl. ¶ 4 and Ex. A
11 thereto.) Class Counsel have undertaken enormous amounts of work to achieve
12 success for the Class in this complex, nationwide class action. (Caddell Decl.
13 ¶¶ 21–34.) Discovery in this case has been extensive, including months of pre-suit
14 investigation, depositions of six Representative Plaintiffs and four Honda
15 witnesses, multiple vehicle inspections, and review of over 115,000 documents
16 produced by Honda. (*Id.* ¶¶ 22–26.) Class Counsel also retained expert witness
17 and consultants and worked at length with these experts to develop factual support
18 for their liability and damage claims. (*Id.* ¶¶ 27–28.)

19 In addition, this action required hard-fought and time-consuming motion
20 practice both at the District Court and in the Ninth Circuit Court of Appeals.
21 Opposing Honda’s motion to dismiss involved highly detailed legal arguments,
22 including supplemental briefing and an in-depth choice-of-law analysis. (*Id.*
23 ¶ 29.) Plaintiffs’ Motion for Class Certification was supported by extensive
24 evidence and also required multiple rounds of briefing, including supplemental
25 briefing and briefing and motion practice at the Court of Appeals. (*Id.* ¶ 30.) It

26 ⁸ Available at
27 [http://online.wsj.com/article/SB100014240527487040713045761603620287282](http://online.wsj.com/article/SB10001424052748704071304576160362028728234.html)
28 34.html

1 was not a foregone conclusion that Plaintiffs would prevail on these case-
2 dispositive motions. *See, e.g., Daniel*, 2013 WL 3146810, at *6 (denying class
3 certification in case involving alleged suspension defect, finding that individual
4 questions predominated over questions common to the class). Given the high
5 stakes and the complex, contentious nature of the legal matters at issue,
6 prosecuting this action on behalf of the class demanded high levels of effort and
7 skill from Class Counsel.

8 To achieve appropriate efficiencies, Class Counsel divided responsibility
9 among the firms representing the Class. (Caddell Decl. ¶ 33.) Typically, a single
10 firm undertook primary drafting responsibility for each pleading or portion of a
11 pleading, with other team members being careful to check each other's work,
12 consult regarding strategic decisions, and remain apprised of relevant matters. *Id.*
13 This procedure eliminated unnecessary duplication of effort while ensuring
14 excellent work product for the Class.

15 Class Counsel also attended multiple hearings on behalf of the class,
16 including the hearing on Honda's motion to dismiss and on Plaintiffs' motion for
17 class certification. (*Id.* ¶¶ 29–30.) In addition, Class Counsel attended two formal
18 mediation sessions and multiple settlement conferences in order to achieve a
19 resolution of this matter. (*Id.* ¶¶ 35–37.) And Class Counsel's work will
20 continue, as counsel will prepare responses to objections to submit on October 7,
21 continue to respond to inquiries from class members, and handle any appeals from
22 final approval. (*Id.* ¶ 34.) For work performed up to September 6, 2013, based on
23 the contemporaneous time records kept by Class Counsel and summarized by
24 category in the attached declarations, Class Counsel's cumulative lodestar is
25 \$3,944,163.00, which Class Counsel have agreed to unilaterally reduce by 20%, to
26 \$3,155,330. (Caddell Decl. ¶ 45 and Ex. B thereto; Mendelsohn Decl. ¶ 7 and
27 Ex. C thereto; Shahian Decl. ¶ 11; Starr Decl. ¶ 4 and Ex. A thereto.)
28

1 **c. The requested fee is reasonable in light of the risk counsel**
2 **faced in undertaking this litigation and the results**
3 **achieved.**

4 The requested fee of \$2,865,413.47 actually represents *less* than Class
5 Counsel’s lodestar, and it is more than amply justified by the risk of non-recovery
6 that counsel faced at the outset of this litigation and the excellent result achieved
7 for the Class. *See In re Wash. Public Power Supply Sys. Secs. Litig.*, 19 F.3d at
8 1299 (holding that a multiplier is appropriate “to reward attorneys for taking the
9 risk of non-payment by paying them a premium over their normal hourly rates for
10 winning contingency cases”). Courts in the Ninth Circuit regularly approve risk
11 multipliers in the range of one to four times the lodestar. *Vizcaino*, 290 F.3d at
12 1051 (approving multiplier of 3.65); *Chu v. Wells Fargo Investments, LLC*, No.
13 06-cv-7924, 2011 WL 672645 at *5 (N.D. Cal. Feb. 16, 2011) (approving 1.467
14 multiplier as “within the reasonable range of approved multipliers”); *In re Wal-*
15 *Mart Stores, Inc. Wage and Hour Litig.*, 2011 WL 31266, at *7 (approving 1.4
16 multiplier as “warranted in view of the results counsel achieved for the class”);
17 *Hopson*, 2009 WL 928133, at *12 (“[Multiples ranging from one to four are
18 frequently awarded in common fund cases when the lodestar method is applied”)
19 (quoting *In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d 283, 341
20 (3d Cir. 1998).)

21 Any contingent fee class action bears a risk of non-recovery. *In re*
22 *Washington Public Power Supply*, 19 F.3d at 1299 (explaining that without risk
23 multipliers, “very few lawyers could take on the representation of a class client
24 given the investment of substantial time, effort, and money, especially in light of
25 the risks of recovering nothing”). Here, this risk was especially salient given that
26 an arguably similar case against Ford was recently denied class certification.
27 *Daniel*, 2013 WL 3146810, at *6. The requested fee is thus more than justified in
28

1 light of the risk counsel undertook in pursuing this case—and defending it on
2 interlocutory appeal—and the result achieved. *Id.* at 1302.

3 **2. The Result Achieved by Class Counsel.**

4
5 The valuable benefits secured for the Class also confirm that the requested
6 fee is reasonable. *See Hartless*, 273 F.R.D. 630. Here, while there is no fixed cap
7 to Honda’s liability, Plaintiffs estimate that the relief made available to the Class
8 by the Control Arm Replacement benefit alone is worth at least \$12.08 million.⁹
9 And the premature tire replacement benefit adds an estimated additional
10 \$2,137,500 of value to the settlement. (Caddell Decl. ¶ 38.) In addition, the
11 benefit created for the Class includes the \$3,165,000 in attorneys’ fees and
12 expenses and the notice and administration costs that Honda has agreed to bear.
13 *See Hartless*, 273 F.R.D. at 645 (holding that settlement fund for purposes of
14 percentage fee calculation “includes notice and administration costs and separately
15 paid attorneys’ fees and costs”). This analysis thus indicates that, while the
16 percentage cannot be calculated precisely, the requested fee is well below the
17 Ninth Circuit’s 25% “benchmark” for percentage fee awards. *Powers v. Eichen*,
18 229 F.3d 1249, 1256 (9th Cir. 2000) (“We have also established twenty-five
19 percent of the recovery as a ‘benchmark’ for attorneys’ fees calculations under the
20 percentage-of-recovery approach”). The Court should therefore approve the
21 requested fee award. *Browning*, 2007 WL 4105971 at *14 (approving lodestar fee
22 where fee was reasonable in light of benefit to the class).

23 ⁹ This estimate is based on an assumption that approximately twice as many
24 Settlement Class Members will receive the Control Arm Replacement as have
25 done so to date and an estimate of the average cost to Honda of Control Arm
26 Replacement at \$302. (Caddell Decl. ¶ 38.) This understates the true value of
27 the settlement, which includes all of the relief made available to the class, not
28 only the consideration provided to class members who actually file claims. *See Williams v. MGM-Pathe Comms. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) (holding that attorneys’ fees must be based on the entire fund made available for the class, even if some class members make no claims against the fund).

1 **E. The Court Should Award the Requested Expenses.**

2 Class Counsel kept records of their expenses on a contemporaneous basis,
3 including expenses for filings, depositions, expert witness fees, printing and
4 copying, travel, meals, witness expenses, postage and shipping, computerized
5 research, staff overtime, long-distance telephone charges, and other expenses
6 reasonably incurred in litigating this action on behalf of the Class. (Caddell Decl.
7 ¶ 46 and Ex. C thereto; Mendelsohn Decl. ¶ 8 and Ex. D thereto; Shahian Decl.
8 ¶ 19; Starr Decl. ¶ 11 and Ex. B thereto.) Class Counsel's current expenses total
9 \$299,586.53. The Court should therefore award the requested expenses. *Hartless*,
10 273 F.R.D. at 646 (awarding reasonable costs and expenses).

11 **F. The Court Should Award the Requested Service Awards to the**
12 **Representative Plaintiffs.**

13 An award to the Representative Plaintiffs is proper to compensate them for
14 the service they have performed, including the actions they have taken on behalf
15 of the class, the benefits to the class as a result of their actions, and the time and
16 effort they have expended pursuing this litigation. *Staton*, 327 F.3d 938, 977 (9th
17 Cir. 2003) (holding that relevant factors in evaluating service awards include the
18 time and effort expended and the benefit conferred on the class). David J.
19 Keegan, Luis Garcia, Eric Ellis, Charles Wright, Bet Kolstad, and Carol Hinkle
20 have all spent significant amounts of time and effort on behalf of the class in this
21 litigation, including submitting their vehicles for inspection and having their
22 depositions taken. (*See* Exs. 5–10.) Because Shawn Phillips and Benittia Hall
23 joined the litigation later, their time commitment has not been as extensive, but
24 they also have conferred important benefits on the class by participating in this
25 litigation. (*See* Exs. 11–12.)

26 Honda has agreed not to oppose service awards for the Representative
27 Plaintiffs not to exceed \$35,000 in the aggregate. (Settlement Agreement, Ex. D
28

1 to Caddell Decl. § 4.4.) Given the Representative Plaintiffs’ various
2 contributions, Plaintiffs propose that an equitable distribution of this service award
3 would be to grant \$5,500 each to Representative Plaintiffs Keegan, Garcia, Ellis,
4 Wright, Kolstad, and Hinkle and \$1,000 each to Representative Plaintiffs’ Phillips
5 and Hall. *In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)
6 (affirming \$5,000 award to class representative); *see also Hopson*, 2009 WL
7 928133 at *10 (“In general, courts have found that \$5,000 incentive payments are
8 reasonable.”); *Knight v. Red Door Salons, Inc.*, No. 08-cv-01520, 2009 WL
9 248367, at *7 (N.D. Cal. Feb. 2, 2009) (approving \$5,000 awards to class
10 representatives). These awards are appropriate to compensate the Representative
11 Plaintiffs for the effort they undertook on behalf of the Class, without which the
12 recovery achieved here would not have been possible. *Mego*, 213 F.3d at 463.

13 IV. CONCLUSION

14 For the forgoing reasons, Plaintiffs respectfully request that the Court grant
15 final approval of the settlement, award attorneys’ fees in the amount of
16 \$2,865,413.47, award expenses of \$299,586.53, and grant service awards to
17 Representative Plaintiffs totaling \$35,000.

1 Dated: September 9, 2013

Respectfully submitted,

2 By: /s/ Michael A. Caddell

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5 Cynthia B. Chapman (SBN. 164471)

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CERTIFICATE OF CONFERENCE

I hereby certify that on September 9, 2013, I conferred with Eric Mattson, counsel for Defendant American Honda Motor Co., Inc., regarding this motion. Mr. Mattson advised that Honda does not oppose the motion.

/s/ Cynthia B. Chapman
Cynthia B. Chapman

CERTIFICATE OF SERVICE

I hereby certify that on September 9, 2013, this document was filed electronically via the Court’s ECF system and thereby served on all counsel of record.

/s/ Cynthia B. Chapman
Cynthia B. Chapman

EXHIBIT 1

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13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS
17 GARCIA, ERIC ELLIS, CHARLES
18 WRIGHT, BETTY KOLSTAD,
19 CAROL HINKLE, AND
20 JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,
21 Plaintiffs,
22 v.
23 AMERICAN HONDA MOTOR
CO., INC.,
24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW
**DECLARATION OF MICHAEL A.
CADDELL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND SERVICE
AWARDS**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

1 I, Michael A. Caddell, declare as follows:

2 1. My name is Michael A. Caddell. I am over 21 years of age, of sound
3 mind, capable of executing this Declaration, and have personal knowledge of the
4 facts stated herein, and they are all true and correct.

5 2. I am one of the attorneys working on behalf of the Plaintiffs and the
6 Class in the above-styled litigation, and I am an attorney and principal of the law
7 firm of Caddell & Chapman.

8 **Caddell & Chapman**

9 3. Caddell & Chapman has an outstanding record representing primarily
10 plaintiffs in complex litigation across the United States. I am a past co-recipient of
11 the Public Interest Award from The Trial Lawyers for Public Justice Foundation
12 and have been named “Impact Lawyer of the Year” by *Texas Lawyer* magazine.
13 Caddell & Chapman’s other named partner, Cynthia Chapman, who is also
14 working on behalf of the Class in this matter, has been named by the *National Law*
15 *Journal* as one of the “Top 40 Lawyers under 40 in America” and one of the “Top
16 50 Women Litigators in America.” Both Cynthia Chapman and I have been named
17 by *LawDragon* as two of the “500 Leading Plaintiffs’ Lawyers in America.”

18 4. Caddell & Chapman has worked hard to attain a strong reputation for
19 integrity and excellence,¹ even while pursuing difficult and sometimes
20 controversial cases. As Federal District Judge Royal Ferguson noted during a
21 remand hearing in 2002, “Mr. Caddell, you and your office have a gold-plated
22 reputation as good and thorough and thoughtful lawyers.”² As United States

23 ¹ Texas Monthly has all named all five of Caddell & Chapman’s lawyers either
24 Texas Super Lawyers or Texas Rising Stars. Both Cynthia Chapman and I have
25 been named Texas Super Lawyers in 2003, 2004, 2005, 2006, 2007, 2008, 2009,
2010, 2011, 2012, and 2013.

26 ² *Bellorin v. Bridgestone/Firestone, Inc.*, Cause No. P-01-CA-034, United States
27 District Court, Western District of Texas, Pecos Division, Transcript of March 5,

1 Bankruptcy Judge Alan H. W. Shiff in Connecticut noted in 2003 during a
2 contested motion to appoint Michael Caddell as Special Counsel to the Britestarr
3 Bankruptcy Estate, “I think he’s got a national reputation he’s competent Mr.
4 Caddell appeared before the Court and my recollection is that he comported
5 himself very well.”³ As Steven Mackey from the Office of the United States
6 Trustee, Region 2, for the District of Connecticut commented in the same hearing,
7 “Mr. Caddell is more than competent, he is a pugnacious bulldog and where there
8 is [sic] grounds to make a recovery he usually does.”⁴ “Where the fire is the
9 hottest people tend to get scorched once in a while, and Mr. Caddell takes cases
10 where the fire is as hot as it gets.”⁵

11 5. Even while representing its clients zealously, however, Caddell &
12 Chapman have maintained an excellent reputation as ethical lawyers. Ethics
13 author and Professor Geoffrey Hazard recently noted, having “worked with
14 lawyers” at “Caddell & Chapman . . . over the years in various matters,” that
15 Caddell & Chapman’s lawyers “have consistently demonstrated the most proper
16 ethical standards, including those applicable in class suit litigation,” and that their
17 conduct “exemplifies . . . high ethical concern.”⁶ In May of this year, in
18 conjunction with his analysis of the work done by Caddell & Chapman in the *In re*
19 *Navistar Diesel Engine Products Liability Litigation MDL No. 2223* pending in

20
21 2002 at 9, ll. 22–23. Instead of burdening the Court with copies of the transcripts
22 and orders referenced in this personal statement, copies or excerpts of these
23 documents will be provided upon request.

24 ³ *In re: Britestarr Homes, Inc.*, Cause No. 02-50811, United States Bankruptcy
25 Court, District of Connecticut, Transcript of June 3, 2003 at 9, 14.

26 ⁴ *Id.* at 12–13.

27 ⁵ *Id.* at 12.

28 ⁶ Hazard Declaration, filed in *White v. Experian Information Solutions, Inc.*,
Case No. 05-CV-1070 DOC; In the U.S. Dist. Ct., Central Div. California, ECF
Dkt. No. 605-6, Jan. 4, 2010.

1 Chicago (where I served as Lead Counsel and Cynthia Chapman chaired the Law
2 Committee), prominent class-action expert Professor Geoffrey Miller attested: “I
3 am familiar with the Lead Counsel, Caddell & Chapman, and consider the
4 attorneys at that firm to be among the finest class action attorneys I have
5 encountered in more than a quarter century of work in this area,” “I know Counsel
6 to be highly ethical attorneys,” and “Lead Counsel, with the assistance of the
7 Court, performed admirably.”⁷

8 6. Caddell & Chapman attorney Cory S. Fein is also working on behalf
9 of the Class in the above-styled litigation. Mr. Fein is a trial attorney with more
10 than eighteen years of experience, and he has been part of the Caddell & Chapman
11 team in multiple national class actions. Mr. Fein is a 1991 graduate of the
12 University of Texas Law School, with honors, and a 1988 graduate of the
13 University of Texas with high honors. He is licensed to practice law in Texas and
14 California, and he is admitted to practice in multiple federal district and appellate
15 courts, as well as the United States Supreme Court. He has been named a “Texas
16 Rising Star” by Texas Monthly magazine on multiple occasions.

17 7. Caddell & Chapman attorney Amy E. Tabor and former associate
18 Dana B. Levy also have worked on behalf of the Class in this litigation. Ms. Tabor
19 is a trial attorney with ten years of experience, including years of experience with
20 complex class action litigation. Ms. Tabor is a 2003 graduate of the University of
21 Texas School of Law with high honors, where she was a member of the Texas Law
22 Review and the Order of the Coif. She earned her B.A. from Brown University,
23 magna cum laude, in 1995. She is licensed to practice in Texas and in multiple

24 _____
25 ⁷ Miller Declaration, filed in *In re: Navistar 6.0 L Diesel Engine Products*
26 *Liability* Litigation, No. 1:11-cv-02496 (N.D. Ill.), ECF Dkt. No. 278-10,
27 May 15, 2013.

1 federal courts. She was named a “Texas Rising Star” by Texas Monthly magazine
2 in 2006–2009. Ms. Levy is a 2001 graduate of the University of San Diego School
3 of Law, where she was a member of the San Diego Law Review, and she received
4 her undergraduate degree from the University of Michigan in 1997. She is
5 licensed to practice law in Texas.

6 **Caddell & Chapman’s Class Action Experience**

7 8. Caddell & Chapman’s typical role in class action litigation is as either
8 lead or co-lead counsel (or in another leadership position). For example, past cases
9 in which Caddell & Chapman and I have served in such a role include (1) *In re*
10 *Navistar Diesel Engine Products Liability Litigation*, an MDL proceeding (Case
11 No. MDL-2223), consolidating some 35 cases from around the country (I was
12 Lead Counsel), in which a settlement was approved on July 2, 2013, by Federal
13 District Judge Matthew J. Kennelly (“the settlement can be viewed as paying
14 roughly 50% of the full value of the class members’ claims, were they to succeed”
15 and is “clearly fair”) in Chicago, Illinois, which will provide partial reimbursement
16 for post-warranty engine repair costs incurred by a class of over 1 million current
17 and former owners of Ford vehicles equipped with 6.0-liter PowerStroke diesel
18 engines; (2) Polybutylene National Class Action Litigation in Tennessee, Texas,
19 and California (*Cox v. Shell*)⁸, in which over \$1 billion was recovered for the class
20 (I was Co-Lead Counsel and served throughout the settlement process as Chairman
21 of the Board of the Consumer Plumbing Recovery Center, the entity responsible
22 for administering the settlement, which completely replumbed over 320,000 homes
23 across America at no cost to individual homeowners); (3) *In re: Sulzer Hip*
24 *Prosthesis and Knee Prosthesis Liability Litigations*⁹ in Ohio, another \$1 billion

25 ⁸ Civil No. 18,844, Obion County Chancery Court, Tennessee.

26 ⁹ Cause No. 1:01-CV-9000 (MDL Docket No. 1401), United States District
27 Court, Northern District of Ohio, Eastern Division.

1 recovery for a national class (I was Special Counsel to the Plaintiffs’ Steering
2 Committee and part of the six-lawyer team which negotiated the initial \$750
3 million class settlement with Sulzer); (4) *Hotchkiss v. Little Caesar Enterprises*,¹⁰ a
4 national class action in Texas and Michigan which resulted in a settlement valued
5 at \$350 million and the complete restructuring of the Little Caesar’s franchise (I
6 was Lead Counsel); and (5) *In re Hyundai and Kia Horsepower Litigation*,¹¹ a
7 national class action in California that made available to the class roughly \$125
8 million in cash and/or debit cards (I was Co-Lead Counsel).

9 9. In the last several years alone Cynthia Chapman and I were named as
10 Class Counsel in *Elihu, et al. v. Toshiba*, a national class action settlement in
11 California which provided extended warranties and other relief for over 860,000
12 purchasers of Toshiba laptop computers (Caddell & Chapman was characterized
13 by Toshiba’s expert, Harvard Professor William Rubenstein (frequent class-action
14 commentator and sole author of *Newberg on Class Actions*), as “experienced” and
15 “skilled class action attorneys,” and I was acknowledged as a “nationally-known
16 plaintiffs’ attorney”¹²); Ms. Chapman was named as Co-Lead Counsel in a national
17 class action settlement in California involving some 80,000 purchasers of Nissan’s
18 350Z, and I was named Lead or Co-Lead Counsel in five national class action
19 settlements: (1) *White/Hernandez v. Experian, Equifax, and Trans Union*, FCRA
20 injunctive-relief settlement approved on August 19, 2008, by Federal District
21 Judge David Carter (who characterized the settlement as a “home run,” “superb,”
22 “an incredible accomplishment,” and a “substantial benefit for the public,” and
23

24 ¹⁰ C.A. No. 99-CI-16042, District Court of Bexar County, Texas.

25 ¹¹ Case No. 02CC00287, Superior Court of Orange County, California.

26 ¹² Rubenstein Declaration, Dec. 4, 2009, *Elihu v. Toshiba Am. Info. Sys., Inc.*,
27 Case No. BC328556; in the Superior Ct of Calif., Los Angeles County—Central
28 District.

1 referred to the “very talented plaintiffs’ counsel that ethically and honestly”
2 represented the class) in Orange County, California, which will benefit millions of
3 consumers emerging from Chapter 7 bankruptcy; (2) *Williams v. LexisNexis Risk*
4 *Management*, a \$22 million FCRA settlement approved June 25, 2008, by Federal
5 District Judge Robert Payne in Richmond, Virginia; (3) *Hardy v. Hartford*, a
6 settlement providing injunctive and monetary relief to a nationwide class of
7 Hartford insureds with respect to the payment of General Contractor’s overhead
8 and profit on property damage claims, approved by Judge Bury of the Federal
9 District Court of Arizona on June 18, 2008; (4) *In re Trans Union Corp. Privacy*
10 *Litigation*, Case 1:00-cv-04729, MDL Docket No. 1350, N.D. Illinois, one of the
11 largest class actions in history including more than 190 million class members,
12 where the settlement was approved by Judge Robert Gettleman on September 17,
13 2008, and prominent class action expert Professor Geoffrey Miller stated “[h]aving
14 worked closely with [Caddell & Chapman], I can also attest that they are among
15 the finest class action attorneys I have been privileged to know during my two
16 decades of experience in this field of law. They not only possess excellent
17 analytical and rhetorical skills, but—more importantly—displayed remarkable
18 qualities of judgment, imagination and persistence;” and (5) *Williams Ambulance*
19 *et al. v. Ford Motor Co.*, a settlement that obtained final approval from Federal
20 District Judge Marcia Crone on July 2, 2009 in the Eastern District of Texas, in
21 which the owners of some 20,000 defective ambulances—utilizing the same diesel
22 engine at issue in *In re Navistar* case—were eligible to obtain substantial
23 compensation from Ford in the form of extended warranties, reimbursements for
24 repairs, and enhanced service. My partner Cynthia Chapman also recently served
25 on the Plaintiffs’ Steering Committee and as a Co-Chair Liaison of the Law
26 Committee in *In re: Medtronic, Inc., Implantable Defibrillators Products Liability*
27

1 *Litigation*, an MDL proceeding (Case No. MDL-1726) in the United States District
2 Court for the District of Minnesota, in which a settlement of over \$100 million was
3 approved.

4 10. Caddell & Chapman’s current docket includes some 30 national and
5 state class actions around the United States. In most cases, Caddell & Chapman is
6 either Lead or Co-Lead Counsel. For example, Caddell & Chapman is Co-Lead
7 counsel in *Berry, et al. v. LexisNexis Risk & Information Analytics Group, Inc.*,
8 No. 3:11-cv-00754, pending in the Eastern District of Virginia, in which the
9 federal district court recently preliminarily approved a national class settlement
10 that Caddell & Chapman negotiated and that provides injunctive and monetary
11 relief under the Fair Credit Reporting Act (“FCRA”). Caddell & Chapman is also
12 Lead Counsel in a case against two major beverage manufacturers which resulted
13 in a settlement for a nationwide class of consumers. The settlement obtained final
14 approval on August 31, 2012, in Los Angeles Superior Court. Caddell & Chapman
15 is Co-Lead Counsel for a class of Comerica Bank account holders in a case
16 involving improper overdraft charges pending in the Southern District of Florida.
17 On August 10, 2012, Caddell & Chapman prevailed in its efforts to certify a class
18 in that case. On August 7, 2013, the parties executed a Summary Agreement to
19 settle the case for \$14.58 million, and the parties are in the process of formalizing
20 the settlement and moving for preliminary approval. Caddell & Chapman is also
21 Co-Lead counsel for plaintiffs asserting FCRA claims in *Teagle, et al. v.*
22 *LexisNexis Screening Solutions, Inc., et al.*, No. 1:11-cv-01280-RWS-JSA (N.D.
23 Ga.), in which Caddell & Chapman recently negotiated a settlement on behalf of
24 two national classes, which settlement has now achieved final approval and .
25 Finally, Caddell & Chapman is Lead Counsel for a nationwide class of persons
26
27

1 insured by Farmers Group in a case pending in the Central District of California, in
2 which a tentative settlement has been achieved.

3 11. I also served recently as Lead Counsel in *In re Ford Motor Co. Speed*
4 *Control Deactivation Switch Products Liability Litigation*, an MDL proceeding
5 (Case No. MDL-1718) in the Eastern District of Michigan, where my firm took the
6 lead role in facilitating a double-tracked, multi-party mediation that resulted in
7 more than 100 settlements of cases involving vehicle fires. I am also lead or co-
8 lead counsel in numerous other national or state class actions against, among
9 others, Allstate, State Farm, Nissan, Honda, and Volvo. Cynthia Chapman and
10 Cory Fein are serving in leadership positions in various other state and/or national
11 class actions around the United States.

12 12. While Caddell & Chapman’s primary focus in the area of class actions
13 has been as lead counsel for a putative or certified class, it has on occasion
14 represented objectors with respect to proposed settlements that appeared abusive or
15 defective. Since 2001, Caddell & Chapman has represented objectors in nine
16 matters with respect to proposed settlements. In several cases, Caddell &
17 Chapman was lead or co-lead counsel for most or all of the objectors’ counsel. In
18 *Clark v. Equifax Information Services, Inc.*,¹³ the district court refused to approve a
19 proposed settlement after a two-day contested hearing in which I presented an
20 expert and cross-examined several witnesses, including experts, advanced by the
21 settlement proponents. Ultimately, after the settlement was modified with Caddell
22 & Chapman’s participation and assistance, the court approved the modified
23 settlement and noted that “the involvement of Objectors’ Counsel [which were led

24 _____
25 ¹³ *Franklin E. Clark, et al. v. Equifax Information Services, Inc.*, No.8:00-1218-
26 22, United States District Court for the District of South Carolina, Anderson
27 Division. There were two other related cases as well, Case Nos. 8:00-1217-22
and 8:00-1219-22.

1 by Caddell & Chapman] aided in improving the final settlement terms,” “the value
2 to the class has . . . clearly been improved through the modifications to the
3 Stipulation[s] of Settlement,” and “Objectors’ Counsel [for whom I served as Lead
4 Counsel] . . . contributed to the final successful settlements.”¹⁴

5 13. Similarly, in *In re Hyundai and Kia Horsepower Litigation*, Caddell
6 & Chapman, joined by many firms across the country, successfully objected to a
7 proposed coupon settlement and convinced a state district court in Texas to
8 *withdraw* preliminary approval for that settlement.¹⁵ Ultimately, Caddell &
9 Chapman, as Co-Lead Counsel, obtained a vastly improved settlement which was
10 submitted to and ultimately approved by the Superior Court in Orange County,
11 California, Judge Stephen J. Sundvold, presiding. In approving the settlement,
12 Judge Sundvold commented that it was “a tremendous accomplishment,” “you’ve
13 done a terrific job,” and the settlement “is as fair and reasonable as could have
14 been arrived at.”¹⁶ In four of the other cases in which Caddell & Chapman has
15 represented objectors, settlement modifications were ultimately approved by the
16 trial court and either affirmed on appeal or became final without appeal. In several
17 of those as well, the court or opposing counsel specifically noted the contributions
18 of the objectors led or represented by Caddell & Chapman.¹⁷

19
20 ¹⁴ *Id.*, Order of April 20, 2004, at 33 nn.34–35; 34.

21 ¹⁵ *Hermie Bundick, et al. v. Hyundai Motor Am.*, Cause No. B-168,410, 60th
22 Judicial District of Jefferson County, Beaumont, Texas.

23 ¹⁶ *In re Hyundai and Kia Horsepower Litigation*, Case No. 02CC00287, Superior
24 Court of Orange County, California, Transcript of June 16, 2004 at 33-34, 43.
The court’s comments were premised on a claims rate of 15% to 20%, and the
final claims rate was 19.2%.

25 ¹⁷ *See, e.g., In re Wireless Tel. Federal Cost Recovery Fees Litig.*, Case No.
26 MDL 1559, Master Case No. 4:03-md-01559, United States District Court for the
27 Western District of Missouri, Western Division, Order dated July 8, 2004 at 4
(objectors represented by Michael Caddell and Ken Nelson “contributed

1 Plaintiffs' counsel has extensive trial experience and can competently try a case.
2 Indeed, Caddell & Chapman has tried numerous complex cases (and evidentiary
3 hearings) against the Nation's top defense firms to a successful conclusion. In
4 March 2006, Cynthia Chapman and I completed a complex, hotly contested five-
5 week trial against ExxonMobil in which the jury awarded Caddell & Chapman's
6 client \$33.6 million¹⁸—ultimately, rather than pursuing an appeal, Exxon Mobil
7 settled the matter. Notably, ExxonMobil's trial counsel at the time of trial was
8 President-Elect of the American College of Trial Lawyers.

9 16. In August 2008 we recovered \$9 million in consent judgments after
10 trial commenced in federal district court in McAllen, Texas, which judgments were
11 paid in full plus interest at 8.25% following a contested evidentiary bankruptcy
12 hearing in Jackson, Mississippi, in January 2010 (the total recovery was
13 \$10,084,000).¹⁹ In July 2009, I served a lead counsel for the Park Memorial
14 Homeowners' Association against Lexington Insurance Company seeking
15 compensation for a 105-unit condominium project that had been declared
16 uninhabitable by the City of Houston due to structural concerns. The case settled
17 for a confidential amount—but only after we had successfully argued and prevailed
18 over some 15 motions for summary judgment, *Daubert* motions, and motions in
19 limine, and only one day before jury selection was to commence.²⁰

20 17. In 2011 Caddell & Chapman settled claims against the soils engineer
21 for a \$100 million, 31-story condominium tower on South Padre Island that earned
22

23 ¹⁸ *Tetco v. ExxonMobil Corp.*, Cause No. 2003-CI-04424, 73rd Judicial District
of Bexar County, Texas.

24 ¹⁹ *Ezequiel Reyna et al v. Michael J. Miller, et al.*; Case No. M-05-006; In the
25 United States District Court for the Southern District of Texas, McAllen
Division.

26 ²⁰ *Park Memorial Condominium Ass'n, Inc. v. Lexington Ins. Co.*; Cause No.
27 2007-38187, 133rd Judicial District Court of Harris County, Texas.

1 the unenviable world record for the tallest reinforced-concrete structure ever
2 imploded when, shortly after the building was “topped-out,” it began differentially
3 settling into the sand, causing columns to blow out, severe structural cracking, and
4 enormous floor deflection.²¹ Again, the settlement occurred after successful
5 appellate briefing at the Texas Supreme Court and jury selection at trial.²²

6 **Past Recoveries**

7 18. Since 1996, Caddell & Chapman has obtained more than 60
8 recoveries valued at \$1 million or more, and more than 20 recoveries that exceeded
9 \$10 million. The value of the Firm’s total recoveries in that time total more than
10 \$3.0 billion. To further illustrate the depth and breadth of Caddell & Chapman’s
11 experience and versatility, the following is a list of some of the cases in which
12 Caddell & Chapman served as lead counsel and the recoveries made in each of
13 these cases (some of which are identified by case type and others of which are
14 identified by case style: (1) C.A. No. MDL 2223, *In re Navistar Diesel Engine*
15 *Products Liability Litigation*, multi-million dollar settlement on behalf of a
16 nationwide class of over 1 million current and former owners of Ford vehicles
17 equipped with 6.0-liter diesel engines; (2) C.A. No. 05-0227, *United States ex rel.*
18 *Woodard v. Fresenius Medical Care*, \$55 million settlement (plus confidential
19 recovery of attorneys fees)—*qui tam*—non-intervened case (one of the largest
20 recoveries in history in a non-intervened *qui tam* case); (3) C.A. No. 2000-CI-
21 17169; *Maria Dolores Rodriguez-Olvera v. Salant Corporation, et al.*, \$30 million
22 settlement during trial—negligence—forum non conveniens—choice of law—

23 ²¹ *Ocean Tower, L.P., et al. v. Raba-Kistner Consultants, Inc. et al.*; Cause
24 No.2008-06-3619-E; 357th District Court of Cameron County, Texas.

25 ²² While the terms of the various Ocean Tower settlements are confidential,
26 public records reflect there has been a complete release of \$75 million in lenders’
27 liens on the property, and Caddell & Chapman’s client retains ownership of the
property after the demolished tower has been removed.

1 federal jurisdiction—bankruptcy—bus accident in Mexico—14 deaths—
2 Maquiladora workers; (4) C.A. No. 2003-CI-04424; *Tetco, et al. v. ExxonMobil, et*
3 *al.*, \$33.6 million jury verdict—breach of contract, fraud; (5) C.A. No.—95-245;
4 *Anthony R. Alvarez, et al. v. Little Caesar Enterprises, Inc., et al.*, \$14.9 million
5 jury verdict—breach of contract, tortious interference—restaurant franchisee
6 versus national franchisor; (6) No. 95-27280; *Douglas E. Moore and Toyota Town,*
7 *Inc. v. Gulf States Toyota, Inc., Toyota Motor Sales, U.S.A., Inc., Jerry Pyle, &*
8 *John Bishop*, \$7.5 million verdict—fraud, breach of contract/franchise
9 agreement—automobile dealership; (7) \$23.4 million—product liability—*forum*
10 *non conveniens*; (8) No. 93-062030; *Thomas E. Meadors, et al. v. Gen. Motors, et*
11 *al.*, \$7 million—product liability—motor vehicle—death, personal injury;
12 (9) *Sierra Club v. Crown Central Petroleum*, \$2.5 million—first private citizen suit
13 in Texas under Clean Air Act; settlement achieved after successful appeal to Fifth
14 Circuit Court of Appeals; (10) *PB/Class*, \$1.091 billion—national class action—
15 products liability—DTPA—polybutylene pipe and fittings; (10) *Dow Chemical*
16 *Co., et al v. Miller Pipeline Services*, successfully defended Miller Pipeline
17 Services Co. at jury trial against a \$7 million suit filed by Dow Chemical Co. and
18 Dow Pipeline Co. that alleged price-fixing, patent misuse and attempted
19 monopolization; (12) \$14.0 million—breach of fiduciary duty and legal
20 malpractice—major New York law firm; (13) \$15.7 million—industrial accident—
21 injured workers; (14) \$78.4 million subordination of secured debt plus \$3.8 million
22 in payments—special counsel to bankruptcy trustee—fraud, lender liability,
23 equitable subordination—conspiracy—international bank; (15) \$18.2 million
24 debt/claims withdrawn and released plus \$500,00 payment—special counsel to
25 bankruptcy trustee—breach of contract, bailment, theft—oil terminalling facility;
26 (16) \$20 million subordination of secured debt plus payments totaling \$1.0
27

1 million—special counsel to bankruptcy trustee—fraud, lender liability, breach of
2 fiduciary duty, director’s liability, D&O coverage—foreign bank, director, D&O
3 insurer; (17) \$1.7 million—national class action—price fixing conspiracy—metal
4 building insulation industry; (18) \$22.5 million subordination of secured debt plus
5 \$8.0 million payment—breach of fiduciary duty, director’s liability—oil company;
6 (19) \$107.5 million subordination of secured debt plus \$2.5 million payment—
7 fraud, lender liability—conspiracy—foreign banks; (20) \$2.0 million—product
8 liability—helicopter crash—Mexico; (21) \$8.0 million elimination of priority debt
9 plus 40% of Texas corporation—national class action—securities fraud, breach of
10 fiduciary duty; (22) \$2.6 million—trade secrets—commercial defamation; (23) \$5
11 million—toxic tort—sulphur dioxide, asbestos; (24) \$13.1 million -products
12 liability—DTPA—1500 homes—polybutylene pipe and fittings; (25) \$6.25
13 million—product liability—motor vehicle—single death; (26) \$2.85 million—
14 breach of contract—account mismanagement—national banks; (27) \$4.3 million—
15 commercial litigation—intellectual property—fraud, trade secrets,
16 misappropriation; (28) \$12.1 million—national class action—consumer fraud;
17 (29) \$22.5 million—insurance bad faith—CGL policy; (30) \$7 million—insurance
18 bad faith—crime bond; (31) \$12 million—insurance bad faith—CGL policies—
19 (underlying case: toxic exposure); (32) \$5 million—insurance bad faith—CGL
20 policies—(underlying case: toxic exposure); (33) \$10.0 million—breach of
21 fiduciary duty, director’s liability, family trusts; (34) \$5.1 million—trucking
22 accident; (35) \$2.125 million—toxic exposure—2,4-d, dioxins; (36) \$5.05 million
23 (including \$1.05 million in post-judgment interest) after \$4.0 million jury verdict
24 upheld on appeal—closed head injury; (37) \$3.5 million—trucking accident;
25 (38) \$6 million—toxic exposure—chlordane; (39) \$2.5 million—national class
26 action—consumer fraud; (40) \$4.15 million—product liability—vehicle fire;

1 (41) \$1.5 million—Trident submarine base—government contracts claim; (42) \$4
2 million settlement one day after \$6.25 million jury verdict—commercial
3 litigation—deceptive trade practices; and (43) \$3.25 million claim successfully
4 defended at trial—take-nothing judgment entered—\$600,000 judgment awarded
5 firm’s client on counterclaim—commercial litigation—lender liability.

6 **Pro Bono Litigation**

7 19. Cynthia Chapman and I are also proud of our *pro bono* litigation
8 efforts, including class litigation. For example, on a *pro bono* basis, Caddell &
9 Chapman represented, as Lead Counsel for a coalition of public interest groups,
10 Hurricanes Katrina and Rita victims in a national class action lawsuit against the
11 Federal Emergency Management Agency (FEMA). The lawsuit, in federal district
12 court in Houston, alleged that FEMA’s mishandling of its housing assistance
13 programs violated federal laws and regulations. In a contested evidentiary hearing
14 involving several witnesses, other lawyers from Caddell & Chapman and I
15 persuaded the court to issue a preliminary injunction against FEMA compelling the
16 agency to provide assistance with hurricane victims’ utilities as well as base rent.
17 In what lawyers from the Public Interest Law Project of Oakland, California,
18 termed “a significant victory for evacuees,” the district court found a “clear
19 entitlement” that FEMA was required to provide assistance with utilities under
20 applicable statutes and regulations, and FEMA’s failure to comply with these
21 mandates endangered the victims’ ability to remain in livable housing. While the
22 district court’s injunction was subsequently overturned by the Fifth Circuit Court
23 of Appeals, FEMA made several concessions to the Hurricane victims in the
24 interim, essentially conceding the relief sought by the lawsuit, as noted by
25
26
27

1 Houston’s then-Mayor, Bill White, who stated that Caddell & Chapman “was of
2 tremendous help to the Katrina evacuees in battling with FEMA.”²³

3 20. For further information concerning our firm’s experience and
4 expertise, the Court is referred to our website (www.caddellchapman.com).

5 **The Work Performed in This Litigation**

6 21. As described above, my firm and I have the experience and ability
7 required to zealously and competently pursue this litigation on a classwide basis.
8 The other counsel representing the Plaintiffs are also highly experienced in class
9 action litigation, particularly in automotive litigation.²⁴ Caddell & Chapman and
10 the other Plaintiffs’ counsel thoroughly investigated and litigated this case.

11 22. Before filing the Complaint, Plaintiffs devoted two months to
12 investigating the defect alleged in this action. Among other things, Plaintiffs set up
13 a website and fielded hundreds of inquiries from prospective class members during
14 the course of this litigation, and consulted the National Highway Traffic Safety
15 Administration (“NHTSA”) website, where numerous consumers had complained
16 about the alleged defect. In addition, Plaintiffs reviewed Honda manuals and
17 technical service bulletins, blogs discussing the alleged defect, and relevant federal
18 motor vehicle safety regulations. Finally, Plaintiffs visited tire facilities, conducted
19 research into potential causes of action, and researched other cases in which the
20 same or similar defects were alleged.

21
22
23 ²³ October 22, 2009 email from Mayor Bill White to Michael A. Caddell and
Houston City Attorney Arturo Michel.

24 ²⁴ In support of class certification, Plaintiffs’ counsel submitted declarations
25 setting forth their extensive experience and success in class action and complex
26 litigation involving defective products, including defective automobiles.
(See Dkt. 81 at 11–12 & Exs. 17, 18, 19 & 20.)

1 23. Plaintiffs' counsel have conducted depositions of Honda's witnesses
2 in this case, including two corporate representative depositions, two fact witness
3 depositions, and an expert deposition. These depositions required extensive
4 preparation, including reviewing thousands of documents and thorough analysis of
5 Honda's expert's report.

6 24. Plaintiffs' counsel also prepared and presented six of the named
7 Plaintiffs for deposition. In addition, Plaintiffs' counsel coordinated and attended
8 inspections of the class representatives' vehicles by both Honda's expert and their
9 own testifying expert.

10 25. This case has also involved extensive written discovery. Plaintiffs
11 made disclosures, responded to interrogatories and requests for production, and
12 produced documents in response to Honda's requests.

13 26. Plaintiffs also served requests for production on Honda, and Honda
14 has produced over 115,000 pages of documents in response to these requests.
15 Plaintiffs' counsel created an external storage database to house these documents
16 and reviewed the documents in preparation for deposing Honda's fact and expert
17 witnesses.

18 27. Plaintiffs' counsel retained two testifying experts to consult (regarding
19 the alleged defect and class action issues) and to support their motion for class
20 certification. Plaintiffs' counsel also provided information to these experts in
21 connection with their reports, as well as prepared and presented one of their
22 testifying experts for deposition and partially defeated Honda's efforts to strike his
23 testimony under *Daubert*.

24 28. Plaintiffs' counsel also retained additional expert witnesses as
25 consultants and worked extensively with these experts to develop factual support
26 for their liability and damage claims. Plaintiffs' experts purchased three Honda
27

1 vehicles and new tires for each vehicle and drove the vehicles for thousands of
2 miles to investigate the alleged defect and its effect on tire wear.

3 29. In addition, this case involved extensive motion practice and required
4 counsel to prepare for and attend hearings in the Central District of California.
5 Honda filed a motion to dismiss each of Plaintiffs' legal claims on June 20, 2011.
6 Plaintiffs' counsel engaged in extensive briefing, including the preparation of
7 supplemental notices of new authority, an in-depth choice of law analysis, and a
8 request for judicial notice, and prepared for and presented oral argument at a
9 hearing on this motion. The Court granted the motion in part and denied it in part,
10 preserving Plaintiffs' claims in large part except for certain state-law implied
11 warranty claims.

12 30. Plaintiffs' counsel researched, developed supporting evidence for, and
13 drafted a motion for class certification. The briefing work in connection with this
14 motion was extensive, including preparing and responding to evidentiary
15 objections and supplemental briefing regarding consumer protection and express
16 warranty law. Plaintiffs' counsel also prepared for and presented oral argument at
17 the class certification hearing.

18 31. Following this Court's certification of two classes and three
19 subclasses, Honda petitioned for interlocutory review of the Court's class
20 certification order under Federal Rule of Civil Procedure 23(f). Plaintiffs' counsel
21 researched and drafted a response to this Petition and a motion to strike and sur-
22 reply opposing the Petition. The Ninth Circuit denied the Petition on November 9,
23 2012.

24 32. Since the settlement, Class Counsel has received multiple phone calls
25 and emails from class members with questions about the settlement and the
26 benefits made available by the settlement. We have promptly responded to all
27

1 inquiries. In addition to answering questions for class members, we have worked
2 with counsel for Honda to resolve a dispute between a class member and Honda
3 dealerships regarding entitlement to control arm replacement.

4 33. To achieve appropriate efficiencies, Class Counsel divided
5 responsibility among the firms representing the Class. Typically, a single firm
6 undertook primary drafting responsibility for each pleading or portion of a
7 pleading, with other team members being careful to check each other's work,
8 consult regarding strategic decisions, and remain apprised of relevant matters.

9 34. Class Counsel's work will continue, as counsel will prepare responses
10 to objections to submit on October 7, continue to respond to inquiries from class
11 members, and handle any appeals from final approval.

12 **Settlement Negotiations**

13 35. On July 12, 2012, Plaintiffs and Honda began negotiating parameters
14 for a possible settlement with the assistance of mediator Maureen Summers in Los
15 Angeles. At this mediation, Plaintiffs presented a detailed PowerPoint, which set
16 forth Plaintiffs' position on the pending 23(f) Petition, Plaintiffs' evidence
17 regarding class certification, the results of Plaintiffs' experts' long-term vehicle
18 testing, the qualifications of additional testifying experts Plaintiffs retained for
19 trial, and an analysis of Plaintiffs' damages. Following this mediation, Plaintiffs
20 and Honda engaged in multiple telephone conferences in which they further
21 negotiated various settlement details.

22 36. On November 15, 2012, Plaintiffs and Honda continued the
23 negotiation and attended a second in-person meeting in Houston. At all times,
24 these negotiations were conducted at arm's length and without regard to any
25 agreement regarding attorneys' fees, expenses, or service awards. The parties
26 emerged from the November 15, 2012 meeting with an agreement in principle on
27

1 the key terms of a settlement agreement, with the exception of attorneys' fees,
2 expenses, and service awards, which the Parties agreed to discuss at a later time. A
3 proposed settlement agreement was drafted, setting forth the terms of the
4 settlement agreement other than attorneys' fees, expenses, and service awards.

5 37. Only after the benefits to the Settlement Class had been agreed upon
6 did the parties engage in a final mediation session with Maureen Summers on
7 January 11, 2013, at which they arrived at an agreement regarding attorneys' fees,
8 expenses, and service awards. The Parties executed the final Settlement
9 Agreement on March 18, 2013. *See* Settlement Agreement, attached as Exhibit D.

10 38. Especially in view of the size and complexity of this case, the
11 settlement represents an excellent result for the Class. The settlement provides for
12 replacement control arms without charge to Settlement Class Members who have
13 experienced Reimbursable Tire Wear. The replacement control arms will provide
14 a complete repair for the defective suspension alleged in Plaintiffs' Complaint.
15 Richard Shannon, Honda's corporate representative, testified that the total cost to
16 Honda for approximately 50,000 control arm replacements performed under the
17 January 2008 technical service bulletin that applied to a subset of the Settlement
18 Class Vehicles was \$15.1 million, or \$302 per repair. (*See* Deposition of Richard
19 Clyde Shannon, attached as Ex. E, at 127:23–128:1.) As of September 6, 2013,
20 Honda had performed approximately 20,000 additional control arm replacements
21 for class members pursuant to the settlement.²⁵ Given that the class notice mailing
22 began in early July, and class members will be able to continue to take advantage
23 of the control arm replacement program until the January 14, 2014, deadline, it is
24 conservative to assume that at least 40,000 class vehicles will receive replacement
25

26 ²⁵ Declaration of Gregory A. Romer, filed contemporaneously herewith (“Romer
27 Decl.”), ¶ 7.

1 control arms, yielding an estimate of the cost to Honda of the control arm
2 replacement benefit of at least \$12.08 million. The settlement also provides for
3 current and former owners and lessees of Settlement Class Vehicles who have
4 previously paid for control arm replacement that Honda will reimburse their out-
5 of-pocket costs for parts and labor.

6 39. In addition, the settlement provides for pro rata reimbursement for
7 tires purchased by Settlement Class Members when their old tires experienced
8 Reimbursable Tire Wear. The settlement thus provides Settlement Class Members
9 in large part the relief they could expect after a successful trial, without the risk,
10 expense, or delay of continued litigation. As of September 6, 2013, Honda had
11 received approximately 9,500 claim forms from class members claiming this
12 benefit.²⁶ Assuming conservatively that approximately twice this number will
13 submit claim forms by the January 14, 2014, deadline, that approximately 25% of
14 these claims will be rejected for various deficiencies, and that class members will
15 be able to claim \$150 on average for tire replacement, the premature tire
16 replacement benefit will add an estimated \$2,137,500 to the money paid by Honda
17 to class members under the Settlement.

18 40. Litigation of this case to its final conclusion (up to and including trial
19 and any appeals) would be time-consuming and expensive. The suspension
20 mechanism and its effect on tire wear are complex, with Honda disputing causation
21 in many cases. Extensive expert work would be necessary to prepare the case for
22 trial. Distinguishing tire wear caused by the alleged suspension defect from tire
23 wear caused by normal wear and tear, aggressive driving, improper maintenance,
24 or other causes would also present significant challenges.

25
26 _____
27 ²⁶ Romer Decl. ¶ 6.

1 work performed. In some instances, a single time description included work
2 falling within more than one category. In those cases, the entry was assigned to the
3 category that best fit the description. This procedure ensured that there was no
4 double counting of hours and that the total time expended exactly matches our
5 contemporaneous time records. Based on this summary, Caddell & Chapman's
6 total lodestar as of September 6, 2013 is \$1,571,906.50.

7 46. Caddell & Chapman also tracked expenses incurred in this litigation.
8 Plaintiffs' Counsel established a litigation fund, to which all Plaintiffs' Counsel
9 contributed, out of which common shared expenses for deposition and court
10 reporter costs and for expert witness and consultant fees were paid. Caddell &
11 Chapman also directly paid held expenses for filings, depositions, printing and
12 copying, travel, meals, postage and shipping, computerized research, staff
13 overtime, long-distance telephone charges, and other expenses reasonably incurred
14 in litigating this action on behalf of the Class. These expenses were tracked on a
15 contemporaneous basis, as is our normal practice. My staff created a spreadsheet
16 summary based on these records showing all expenses incurred through
17 September 6, 2013. (Ex. C.) The common shared expenses total \$191,568.23, and
18 the Caddell & Chapman held expenses total \$48,739.90.

19 47. The following is a summary listing each lawyer and legal assistant for
20 which Caddell & Chapman is seeking compensation for legal services in
21 connection with the Settlement:

22

Individual	Title	Years Experience	Hourly Rate
Michael A. Caddell	Senior Partner	34	\$875
Cynthia B. Chapman	Senior Partner	21	\$675

23
24
25
26

Individual	Title	Years Experience	Hourly Rate
Cory S. Fein	Senior Partner	18	\$650
Amy E. Tabor	Senior Associate	10	\$450
Craig C. Marchiando	Senior Associate	9	\$425
Dana B. Levy	Senior Associate	12	\$500
Clayton A. Morton	Junior Associate	7	\$370
Aron L. Gregg	Senior Associate	13	\$450
Kathy E. Kersh	Paralegal	26	\$250
John C. Dessalet	Paralegal	20	\$250
Sylvia Z. Vargas	Paralegal	28	\$250
Felicia D. Labbe	Paralegal	15	\$175

48. Caddell & Chapman’s current rates, which were used for purposes of calculating the lodestar here, are based on prevailing fees for national class-action work. In December 2012, after resolving a high profile and complicated *qui tam* action (*United States of America, ex. rel. Ivey Woodard v. DaVita Inc.*, United States District Court for the Eastern District of Texas, Civil Case No. 1:05-CV-00227-MAC-ZJH), the Department of Justice approved attorneys’ fees that were based on Caddell & Chapman’s current rates. In *DaVita*, the Department of Justice approved the entire requested fee, which was based on the following rates: Michael Caddell \$875; Cynthia Chapman \$675; Cory Fein \$650; Dana Levy \$500; Craig Marchiando \$425; Aron Greg \$450; *Kathy* Kersh \$250; Sylvia Zuniga Vargas \$250.

49. Caddell & Chapman’s historical rates have been approved by multiple courts across the country. Most recently, Caddell & Chapman’s rates for attorneys and staff were approved in the following cases: *In re Navistar 6.0L Diesel Engine*

1 *Products Liability Litig.*, No. 1:11-cv-02496 (Michael Caddell \$750; Cynthia
2 Chapman \$650; Cory Fein \$625; Amy Tabor \$450; Dana Levy \$500; Clay Morton
3 \$370); *Weltonia Harris v. U.S. Physical Therapy, Inc.*, United States District
4 Court, District of Nevada, Civil Action No. 2:10cv1508-JCM-VCF (Michael
5 Caddell \$750; Cynthia Chapman \$650; Cory Fein \$625; Craig Marchiando \$425;
6 Kathy Kersh \$250); *Bradford L. Jackson v. Metscheck, Inc. and First Communities*
7 *Management, Inc.*, United States District for the Northern District of Georgia,
8 Atlanta Division, Civil Action No. 1:11-CV-2735 (Michael Caddell \$750; Cynthia
9 Chapman \$650; Cory Fein \$625; Amy Tabor \$450; Craig Marchiando \$425; Kathy
10 Kersh \$250); and *Mark Zeller v. E&J Gallo Winery and Constellation Brands,*
11 *Inc.*, Superior Court of the State of California, for the County of Los Angeles
12 (Central Civil West), Case No. BC432711 (Michael Caddell \$750; Cynthia
13 Chapman \$650; Cory Fein \$625; Craig Marchiando \$425; Aron Gregg \$400;
14 Kathy Kersh \$250; John Dessalet \$250.)

15 50. Based upon my experience with other class action matters and given
16 my firm's lead role in this litigation, I believe that the time expended by Caddell &
17 Chapman in connection with this litigation, when compared to the result achieved
18 for the Class, is reasonable in amount and was necessary to ensure the successful
19 relief obtained on behalf of the Class.

20 51. While Plaintiffs' Counsel endeavored to avoid duplicative billing and
21 believes the hours logged in representing the Class were reasonable and necessary,
22 to eliminate any concern regarding duplicative or unnecessary billing, Plaintiffs'
23 Counsel has agreed to unilaterally reduce their collective lodestar by 20%, from
24 \$3,944,163.00 to \$3,155,330.40. Comparing Plaintiffs' Counsel's fee request of
25 \$2,865,413.47 to their current adjusted lodestar calculation (as of September 6,
26 2013) of \$3,155,330.40 demonstrates that Plaintiffs' requested fee award is
27

1 actually less than the total lodestar, or an “inverse” multiplier of 0.91. This
2 multiplier will further decrease given the future necessary work required to
3 complete this matter, including attending the final approval hearing; responding to
4 objections; handing class member inquiries; and responding to any appeals.

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

6 DATED: September 9, 2013, Houston, Texas.

7
8 /s/ Michael A. Caddell
Michael A. Caddell

EXHIBIT A

Ex. A: Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
Pre-filing investigation and pleadings	Interview potential clients; study blogs, technical service bulletins, online complaint forums, and service campaigns; research and study similar class action cases; class member data collection campaign; identify potential defendants; draft CLRA letter; prepare complaint; review repair orders; research consumer protections statutes, including unfair trade practices, fraud, and warranty law issues; investigate tire wear complaints; research federal motor vehicle safety standards regarding tire wear.
Post-filing investigation and discovery	Interview class members; obtain and review additional documents from class members; review owner manual and express warranty; visit third party tire facilities; prepare amended complaint; draft deposition notices; retain and consult with expert witnesses; supply information and documents to experts; study expert reports; investigate tire wear complaints; prepare disclosures; prepare and serve interrogatories and requests for production; object and respond to interrogatories and requests for production; meet and confer with opposing counsel regarding discovery issues; coordinate inspections of plaintiffs' vehicles; prepare for and attend plaintiff depositions; prepare for and take depositions of Honda witnesses; prepare for and attend expert depositions; coordinate with clients regarding responses to Honda discovery requests; prepare expert disclosures; process, index, and review documents received in discovery; prepare for and attend defense inspection of Plaintiffs' vehicles.
Legal research	Draft and review memoranda regarding warranty law, consumer fraud law, and unjust enrichment remedies; review consumer protection statutes of various states, including certification orders; choice of law analysis under California law; draft and review memorandum regarding district court orders in similar consumer defect cases against Honda and other manufacturers, draft and review memorandum regarding statute of limitations; research issue regarding the service of foreign defendants through the Hague Convention; draft and review memorandum regarding class representatives' standing under the laws of various states.

Ex. A: Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
Motion to Dismiss and related documents and court appearances	<p>Meet and confer with opposing counsel; review motion to dismiss and motion for judicial notice; prepare and review memoranda regarding personal jurisdiction issues, privity and implied warranty issues, pre-suit notice requirements, agency issues, express warranty issues, and informal dispute-resolution procedures under Magnusson-Moss Warranty Act; prepare response to motion to dismiss; review Honda reply brief and motion for judicial notice; review briefs recently filed in similar cases; prepare surreply and response to second motion for judicial notice; prepare notice of new authority; prepare outline and case summaries for oral argument; attend hearing; review and analyze tentative opinion; prepare supplemental brief; review defendants' response to notice of supplemental authority.</p>
Motion for Class Certification and related documents and court appearances	<p>Research and prepare memoranda regarding class certification standards; research substantive state law of applicable jurisdictions; work with experts to develop facts and prepare expert reports in support of class certification; assemble deposition and documentary evidence in support of class certification; prepare expert disclosures; review Honda opposition briefing and supporting expert declarations; coordinate with clients to assemble evidence in support of class certification; prepare brief in support of class certification; prepare application to file under seal; review and respond to evidentiary objections to expert testimony; prepare reply brief in support of class certification; review order granting in part and denying in part motion to dismiss; prepare supplemental brief regarding law of multiple jurisdictions; prepare trial plan and file supplement to motion to certify class; compile list of Florida complainants.</p>
Settlement negotiations and agreements	<p>Telephone conversations and email correspondence with opposing counsel regarding settlement; attend in-person settlement conferences; review and revise term sheet and settlement agreement; legal research related to settlement; post-settlement conference email correspondence and telephone conferences to finalize settlement terms.</p>

Ex. A: Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
Preparing for and attending mediation	Prepare mediation statement and PowerPoint presentation; prepare for and attend mediation on substantive settlement terms; follow-up correspondence regarding agreement terms; prepare for and attend attorneys' fee mediation.
Rule 23(f) Petition	Prepare joint stipulation staying discovery; prepare motion for extension of time; prepare response to 23(f) Petition, including supplemental excerpts of record; prepare motion to strike and motion to file surreply.
Motion for Partial Lift of Stay and Motion for Leave to Amend	Review and execute retainer with new class representative; prepare motion for partial lift of stay; prepare amended complaint and motion for leave; prepare amended motion for leave to amend and second amended complaint.
Other motions and related documents	Prepare stipulation to extend time for defendant to respond to complaint; prepare notice of appearance; prepare stipulation regarding waiver of local rule 23-3; prepare motion to strike affirmative defenses; prepare motion to extend deadlines; prepare ex parte application; prepare trial plan; prepare pro hac vice application; prepare joint status report.
Settlement motions and related documents	Prepare motion for preliminary approval; prepare joint stipulation to lift stay; prepare stipulation to substitute exhibit; discussions and correspondence regarding Texas Attorney General comments on settlement; prepare for preliminary approval hearing; prepare final approval motion; prepare motion for attorneys fees.
Post-settlement communications with class members	Review correspondence received from class members; answer inquiries from class members regarding settlement.

EXHIBIT B

Ex. B: Honda Control Arm Litigation - Caddell & Chapman Time and Lodestar				
TIMEKEEPER	RATE	TITLE	HOURS	LODESTAR
Michael A. Caddell	\$875.00	Senior Partner		
Motion for Class Certification and related documents and court appearances			67.4	\$58,975.00
Motion for Partial Lift of Stay and Motion for Leave to Amend			10.4	\$9,100.00
Motion to Dismiss and related documents and court appearances			36.2	\$31,675.00
Other Motions and Related Documents			5.2	\$4,550.00
Post-filing investigation and discovery			120.4	\$105,350.00
Pre-filing investigation and pleadings			2.6	\$2,275.00
Preparing for and attending mediation			71.7	\$62,737.50
Rule 23(f) Petition			24.7	\$21,612.50
Settlement Motions and Related Documents			33.8	\$29,575.00
Settlement negotiations and agreements			36.4	\$31,850.00
Post-settlement communications with class members			3.3	\$2,887.50
Subtotal			412.1	\$360,587.50
Cynthia B. Chapman	\$675.00	Senior Partner		
Motion for Class Certification and related documents and court appearances			174.9	\$118,057.50
Motion for Partial Lift of Stay and Motion for Leave to Amend			19.1	\$12,892.50
Motion to Dismiss and related documents and court appearances			53	\$35,775.00
Other Motions and Related Documents			3.2	\$2,160.00
Post-filing investigation and discovery			117.1	\$79,042.50
Preparing for and attending mediation			90.3	\$60,952.50
Rule 23(f) Petition			82	\$55,350.00
Settlement Motions and Related Documents			59.9	\$40,432.50
Settlement negotiations and agreements			33.8	\$22,815.00
Post-settlement communications with class members			2.3	\$1,552.50
Subtotal			635.6	\$429,030.00

Ex. B: Honda Control Arm Litigation - Caddell & Chapman Time and Lodestar				
TIMEKEEPER	RATE	TITLE	HOURS	LODESTAR
Cory S. Fein \$650.00 Senior Partner				
Motion for Class Certification and related documents and court appearances			50.2	\$32,630.00
Motion for Partial Lift of Stay and Motion for Leave to Amend			4.1	\$2,665.00
Motion to Dismiss and related documents and court appearances			4	\$2,600.00
Other Motions and Related Documents			17.9	\$11,635.00
Post-filing investigation and discovery			231	\$150,150.00
Pre-filing investigation and pleadings			1.3	\$845.00
Preparing for and attending mediation			57.2	\$37,180.00
Rule 23(f) Petition			16.1	\$10,465.00
Settlement Motions and Related Documents			35.3	\$22,945.00
Settlement negotiations and agreements			36.8	\$23,920.00
Post-settlement communications with class members			8.7	\$5,655.00
Subtotal			462.6	\$300,690.00
Brian M. Keller \$575.00 Senior Associate				
Motion to Dismiss and related documents and court appearances			8	\$4,600.00
Post-filing investigation and discovery			72.6	\$41,745.00
Pre-filing investigation and pleadings			19.6	\$11,270.00
Subtotal			100.2	\$57,615.00
Dana B. Levy \$500.00 Senior Associate				
Motion for Class Certification and related documents and court appearances			204.6	\$102,300.00
Motion to Dismiss and related documents and court appearances			135.6	\$67,800.00
Other Motions and Related Documents			2.1	\$1,050.00
Post-filing investigation and discovery			1.4	\$700.00
Subtotal			343.7	\$171,850.00

Ex. B: Honda Control Arm Litigation - Caddell & Chapman Time and Lodestar				
TIMEKEEPER	RATE	TITLE	HOURS	LODESTAR
Amy E. Tabor \$450.00 Senior Associate				
Legal research			0.8	\$360.00
Motion for Partial Lift of Stay and Motion for Leave to Amend			29.2	\$13,140.00
Other Motions and Related Documents			2.5	\$1,125.00
Post-filing investigation and discovery			1.6	\$720.00
Preparing for and attending mediation			23.8	\$10,710.00
Rule 23(f) Petition			107.9	\$48,555.00
Settlement Motions and Related Documents			128.3	\$57,735.00
Settlement negotiations and agreements			14.3	\$6,435.00
Subtotal			308.4	\$138,780.00
Aron L. Gregg \$450.00 Senior Associate				
Motion for Class Certification and related documents and court appearances			5.6	\$2,520.00
Motion to Dismiss and related documents and court appearances			42.7	\$19,215.00
Post-filing investigation and discovery			2.2	\$990.00
Preparing for and attending mediation			5.5	\$2,475.00
Subtotal			56	\$25,200.00
Craig C. Marciando \$425.00 Senior Associate				
Motion for Class Certification and related documents and court appearances			8.8	\$3,740.00
Other Motions and Related Documents			1.7	\$722.50
Subtotal			10.5	\$4,462.50
Clay A. Morton \$370.00 Junior Associate				
Pre-filing investigation and pleadings			1.7	\$629.00
Subtotal			1.7	\$629.00

Ex. B: Honda Control Arm Litigation - Caddell & Chapman Time and Lodestar				
TIMEKEEPER	RATE	TITLE	HOURS	LODESTAR
Kathy E. Kersh	\$250.00	Paralegal		
Motion for Class Certification and related documents and court appearances			0.6	\$150.00
Motion for Partial Lift of Stay and Motion for Leave to Amend			0.6	\$150.00
Other Motions and Related Documents			3.5	\$875.00
Post-filing investigation and discovery			154.5	\$38,625.00
Pre-filing investigation and pleadings			1.3	\$325.00
Rule 23(f) Petition			2.4	\$600.00
Settlement Motions and Related Documents			3	\$750.00
Settlement negotiations and agreements			0.4	\$100.00
Post-settlement communications with class members			2.9	\$725.00
Subtotal			169.2	\$42,300.00
Sylvia Z. Vargas	\$250.00	Paralegal		
Legal research			3.5	\$875.00
Motion for Class Certification and related documents and court appearances			26.2	\$6,550.00
Motion for Partial Lift of Stay and Motion for Leave to Amend			0.3	\$75.00
Motion to Dismiss and related documents and court appearances			1.4	\$350.00
Other Motions and Related Documents			4.7	\$1,175.00
Post-filing investigation and discovery			35.1	\$8,775.00
Preparing for and attending mediation			5.3	\$1,325.00
Rule 23(f) Petition			2.8	\$700.00
Settlement negotiations and agreements			0.3	\$75.00
Subtotal			79.6	\$19,900.00
John C. Dessalet	\$250.00	Paralegal		
Post-filing investigation and discovery			55.7	\$13,925.00
Pre-filing investigation and pleadings			0.4	\$100.00
Preparing for and attending mediation			14.4	\$3,600.00
Subtotal			70.5	\$17,625.00

Ex. B: Honda Control Arm Litigation - Caddell & Chapman Time and Lodestar				
TIMEKEEPER	RATE	TITLE	HOURS	LODESTAR
Felicia D. Labbe	\$175.00	Paralegal		
Motion for Partial Lift of Stay and Motion for Leave to Amend			3	\$525.00
Settlement Motions and Related Documents			12.4	\$2,170.00
Post-settlement communications with class members			3.1	\$542.50
Subtotal			18.5	\$3,237.50
Grand Total			2668.6	\$1,571,906.50

EXHIBIT C

Exhibit C: Common Shared Expenses and Caddell & Chapman Expenses

Expense Description	Caddell & Chapman	Honda Litigation Fund
Common Shared Expenses		
Deposition and court reporter costs		\$8,182.21
Expert witness and consultant fees		\$173,131.02
Document depository		\$10,255.00
Caddell & Chapman Held Expenses		
Outside Professional Services	\$5,900.00	
Deposition and court reporter costs	\$2,170.25	
Reproduction	\$7,072.15	
Telephone/Fascimile	\$434.94	
Research Materials	\$3,643.46	
Staff overtime	\$527.33	
Court Costs	\$15.00	
Postage	\$67.52	
Deliveries	\$319.15	
Travel - attorney (airfare, hotel, meals, car rental, taxi, parking, etc.)	\$28,590.10	
TOTAL:	\$48,739.90	\$191,568.23
GRAND TOTAL:		\$240,308.13

EXHIBIT D

SETTLEMENT AGREEMENT AND RELEASE

This agreement (“Settlement Agreement”) is entered into as of March 18, 2013, by and between American Honda Motor Co., Inc. (“Honda”) and plaintiffs in *Keegan v. American Honda Motor Co., Inc.*, Case No. CV 10-9508 (C.D. Cal.) (the “Litigation”).

WHEREAS, Honda is engaged in the business of, among other things, distributing cars;

WHEREAS, David J. Keegan, Luis Garcia, Eric Ellis, Charles Wright, Betty Kolstad, Carol Hinkle, Shawn Phillips and Benittia Hall (the “Representative Plaintiffs”) are the named plaintiffs in the Litigation, which was filed as a putative class action on behalf of owners and lessees of certain Honda Civics;

WHEREAS, the Representative Plaintiffs seek damages and injunctive relief, and assert that the Litigation should proceed as a class action;

WHEREAS, Honda denies all material allegations in the complaint, denies that any cars that are the subject of the Litigation are defective in any way, denies wrongdoing of any kind, and maintains that a class action cannot properly be certified for purposes of litigation as opposed to settlement;

WHEREAS, the Representative Plaintiffs through their counsel have conducted sufficient discovery of the facts and thoroughly vetted the relevant legal issues through significant motion practice in the Litigation;

WHEREAS, the Representative Plaintiffs and Honda recognize the uncertainties of the outcome in the Litigation, and appreciate the likelihood that any final result would require years of further litigation and would entail substantial expense;

WHEREAS, the Representative Plaintiffs and their counsel believe, in light of the costs, risks and delay of continued litigation, that settlement at this time as provided in this Settlement Agreement is in the best interests of the Settlement Class (as defined below);

WHEREAS, the Representative Plaintiffs and Honda, including their counsel, agree that the settlement provided in this Settlement Agreement is a fair, reasonable and adequate resolution of the Litigation;

WHEREAS, the Representative Plaintiffs and Honda intend to settle all claims which have been brought, or which could have been brought, in the Litigation by or on behalf of persons who are included in the Settlement Class, except claims arising from death, personal injury or property damage;

NOW, THEREFORE, it is agreed that the Litigation shall be settled under the terms and conditions set forth below.

1. DEFINITIONS

1.1 As used in the Settlement Agreement, the following terms have the meanings set forth below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

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

1.3 “Claim Form” means the form attached as Exhibit 1.

1.4 “Claims Period” means the time during which a Settlement Class Member may submit a Claim Form under the settlement. It begins when Honda begins mailing Notices and ends on a date that will be set forth in the Notice, which will be no less than 160 days after the completion of the mailing of the Notices.

1.5 “Class Counsel” means the following:

Michael A. Caddell
Cynthia B. Chapman
Cory S. Fein
Caddell & Chapman

Payam Shahian
Strategic Legal Practices, APC

Robert L. Starr
The Law Office of Robert L. Starr

Matthew R. Mendelsohn
David A. Mazie
Mazie Slater Katz & Freeman, LLC

1.6 “Class Counsel Fees and Expenses” means the amount approved by the Court pursuant to paragraph 12 for payment to Class Counsel as attorneys’ fees, costs, and litigation expenses, or \$3,165,000, whichever is less.

1.7 “Control Arm Replacement” means installation of a rear upper control arm kit, replacement of the flange bolts, and a four-wheel alignment, completed in accordance with the Technical Service Bulletin.

1.8 “Court” means the United States District Court for the Central District of California.

1.9 “Effective Date” means the earlier of the following:

(a) The date on which the time for appeal from the Final Judgment has elapsed without any appeals being initiated, except for appeals taken from the Final Judgment that involve only the award of Class Counsel Fees and Expenses or the award to the Representative Plaintiffs described in paragraph 4.4. Any appeals limited to issues of Class Counsel Fees and Expenses or the award to Representative Plaintiffs under paragraph 4.4 (or both) will not prevent the occurrence of the Effective Date; or

(b) The date on which all appeals (other than those relating solely to the award of Class Counsel Fees and Expenses or the award to the Representative Plaintiffs under paragraph 4.4) from the Final Judgment have been exhausted,

and no further appeal may be taken, and the Final Judgment has been affirmed in all material respects.

1.10 “Final Judgment” means the Final Judgment of the Court dismissing the Litigation with prejudice and approving this Settlement Agreement, in substantially the form attached as Exhibit 2.

1.11 “Honda” means American Honda Motor Co., Inc.

1.12 “Honda’s Counsel” means Sidley Austin LLP and Lewis Brisbois Bisgaard & Smith LLP.

1.13 “Litigation” means *Keegan v. American Honda Motor Co., Inc.*, Case No. CV 10-9508 (C.D. Cal.).

1.14 “Notice” means the Court-approved form of notice of the settlement to the Settlement Class, substantially in the form of Exhibit 3.

1.15 “Notice Plan” means the plan for disseminating Notice to the Settlement Class.

1.16 “Out-of-Pocket Expense” means the amount that a Settlement Class Member paid for replacement tires as a result of Reimbursable Tire Wear and the amount paid by a Settlement Class Member for Control Arm Replacement before the end of the Claims Period. Out-of-Pocket Expense does not include any amounts previously reimbursed by Honda, including pursuant to other litigation,

warranty or customer goodwill, or any amounts previously reimbursed by any third party through insurance, vehicle service contracts, or otherwise.

1.17 “Parties” means the Representative Plaintiffs, on behalf of themselves and the Settlement Class, and Honda.

1.18 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement and directing that Notice be given to the Settlement Class, substantially in the form attached as Exhibit 4.

1.19 “Proof of Payment” means written proof originally provided by a person or entity other than the Settlement Class Member that an Out-of-Pocket Expense was incurred by a Settlement Class Member as a result of Reimbursable Tire Wear or Control Arm Replacement. Proof shall consist of one or more contemporaneous writings, including but not limited to third party receipts, invoices, and repair orders or bills, which, either singly or together, prove the existence of Reimbursable Tire Wear or Control Arm Replacement and the amount of the Out-of-Pocket Expense. Contemporaneous writings that reflect issues consistent with those identified in the Technical Service Bulletin, including “uneven or rapid rear tire wear,” “a roaring noise from the rear,” a “vibration at highway speeds,” or similar phrasing, shall be sufficient to establish diagonal or inner edge wear.

1.20 “Reimbursable Tire Wear” means diagonal or inner edge wear on the tires of Settlement Class Vehicles where the tires were replaced by a Settlement Class Member at a mileage (and if available a tread depth) sufficient for reimbursement consistent with the issues identified in the Technical Service Bulletin and pursuant to the Tire Reimbursement Chart attached hereto as Exhibit 5. To obtain reimbursement for Reimbursable Tire Wear, tires must not show signs of abuse. Abused tires are not covered by the Settlement Agreement.

1.21 “Released Claims” means all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, matured or unmatured, contingent or non-contingent, asserted or unasserted, or based upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is negligent, fraudulent, intentional, sounds in warranty either implied or express, contract or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of different or additional facts, that any Representative Plaintiff or Settlement Class Member has or may have against any of the Released Persons arising out of or related in any way to alleged issues relating to camber settings in the Settlement Class Vehicles or the premature, uneven or irregular wear of tires on the Settlement Class Vehicles, provided, however, that Released Claims do not include claims for death, personal injury or damage to property.

The Released Claims include claims that a Settlement Class Member does not know to exist as of the Effective Date, which if known might have affected the Settlement Class Member's decision not to object to the settlement, or not to seek exclusion from the Settlement Class. Without necessarily agreeing that the foregoing release qualifies as a "general release," upon the Effective Date all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived the rights and benefits of any provision of the laws of the United States or of any state or territory which provides that a general release does not extend to claims which a party does not know or suspect to exist at the time of agreeing to the release, which if known to the party may have materially affected the decision to provide the release. The immediately preceding sentence refers to, among all other similar statutes and rules, Section 1542 of the California Civil Code, which provides: "A general release does not extend to the claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

1.22 "Released Persons" means American Honda Motor Co., Inc.; all of its parents, subsidiaries and affiliates, including but not limited to Honda Motor Co., Ltd., Honda North America, Inc., Honda of America Mfg., Inc., Honda R&D Co., Ltd., Honda R&D Americas, Inc., Honda Manufacturing of Alabama, LLC and

Honda Engineering North America, Inc., and each of their respective parent companies, subsidiaries, affiliated companies, divisions and suppliers; all Authorized Honda Dealers and distributors; and the past, present and future officers, directors, shareholders, employees, affiliates, parents, subsidiaries, agents, attorneys, suppliers, vendors, predecessors, successors, insurers, trustees, representatives, heirs, executors, and assigns of all of the foregoing persons.

1.23 “Representative Plaintiffs” means David J. Keegan, Luis Garcia, Eric Ellis, Charles Wright, Betty Kolstad, Carol Hinkle, Shawn Phillips and Benittia Hall. Shawn Phillips is also the Representative Plaintiff of the Settlement Si Subclass.

1.24 “Settlement Class” means all residents of the United States, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who currently own or lease, or previously owned or leased, a Settlement Class Vehicle. Excluded from the Settlement Class are Honda, Honda’s employees, employees of Honda’s affiliated companies, Honda’s officers and directors, insurers of Settlement Class Vehicles, all entities claiming to be subrogated to the rights of Settlement Class Members, issuers of extended vehicle warranties, and any Judge to whom the Litigation is assigned.

1.25 “Settlement Si Subclass” means all members of the Settlement Class who own a Settlement Class Vehicle designated as a “Civic Si.”

1.26 “Settlement Class Member” means a person who falls within the definition of the Settlement Class.

1.27 “Settlement Class Vehicle” means 2006 and 2007 Honda Civics, 2006 and 2007 Honda Civic Hybrids, and 2008 Honda Civic Hybrids with a VIN range of JHMFA3 85000001 – JHMFA3 85010456 distributed for sale or lease in the United States (including Puerto Rico, Guam, and the U.S. Virgin Islands).

1.28 “Technical Service Bulletin” means Honda Technical Service Bulletin 08-001, dated January 22, 2008, attached as Exhibit 6.

2. DENIAL OF WRONGDOING AND LIABILITY

Honda denies the material factual allegations asserted in the Litigation, denies that the Settlement Class Vehicles are defective, and maintains that the Litigation does not qualify for class certification in a contested class certification context. Honda further states that the Technical Service Bulletin applies to a small percentage of the Settlement Class Vehicles and no safety issues or concerns exist.

3. BENEFITS OF SETTLEMENT

Class Counsel have investigated the law and the facts and have conducted discovery on these issues. Class Counsel and the Representative Plaintiffs recognize the expense and length of the proceedings that would be necessary to prosecute the Litigation through trial and appeals, have taken into account the

uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in complex litigation, including potential difficulties in maintaining class certification, and the inherent problems of proof of, and available defenses to, the claims asserted in the Litigation. The Representative Plaintiffs and Class Counsel believe that the proposed settlement confers substantial benefits upon the Settlement Class. Based on their evaluation of all of these factors, the Representative Plaintiffs and Class Counsel have determined that the settlement is in the best interests of the Settlement Class. Multiple arm's-length settlement negotiations have taken place between Class Counsel and Honda's Counsel with the assistance of an experienced mediator, Maureen A. Summers. As a result, this settlement has been reached, subject to Court approval.

4. SETTLEMENT CONSIDERATION

4.1 In consideration of the entry of the Final Judgment and the release of the Released Claims, Honda will provide the following relief:

4.2 Control Arm Replacement and Reimbursement:

(a) For Settlement Class Members who currently own or lease Settlement Class Vehicles that have not had a Control Arm Replacement, Honda will provide Control Arm Replacement without charge at an Authorized Honda Dealer, provided that the Settlement Class Member provides proof to the

Authorized Honda Dealer that tires on the Settlement Class Vehicle have experienced Reimbursable Tire Wear. Proof requires either (1) inspection at an Authorized Honda Dealer that finds Reimbursable Tire Wear, or (2) Proof of Payment establishing Reimbursable Tire Wear. To be eligible to receive this benefit, Settlement Class Members must bring their Settlement Class Vehicle to an Authorized Honda Dealer for an inspection or personally provide the requisite Proof of Payment to an Authorized Honda Dealer within the Claims Period.

(b) For current and former owners and lessees of Settlement Class Vehicles who have previously paid for Control Arm Replacement, Honda will reimburse Out-of-Pocket Expenses incurred by Settlement Class Members for parts and labor paid for the Control Arm Replacement. To be eligible for reimbursement, Settlement Class Members must provide Proof of Payment and submit a Claim Form in the manner described below within the Claims Period.

4.3 Reimbursement for Reimbursable Tire Wear:

Settlement Class Members who replaced their tires due to Reimbursable Tire Wear may submit a claim for pro rata reimbursement for Out-of-Pocket Expenses for tire replacement pursuant to the applicable schedule (standard or Si) in Exhibit 5. To be eligible for this pro rata reimbursement, Settlement Class Members must provide Proof of Payment and submit a valid Claim Form within

the Claims Period. Honda will provide reimbursement on a pro rata basis in accordance with the schedules attached as Exhibit 5.

4.4 For each Representative Plaintiff:

Honda will pay Representative Plaintiffs David J. Keegan, Luis Garcia, Eric Ellis, Charles Wright, Betty Kolstad, Benittia Hall, Shawn Phillips, and Carol Hinkle an amount to be approved by the Court, not to exceed \$35,000 in the aggregate for all Representative Plaintiffs, on account of their time and effort expended in the Litigation. Plaintiffs will apply for a service award for each Representative Plaintiff in recognition for the work he or she performed in this litigation regardless of whether he or she supports this settlement. The foregoing payments shall not reduce the benefits available to the Settlement Class. Honda will make the payments within 30 days after the Effective Date, or within 30 days after the date when all appeals with respect to the award contemplated in this paragraph have been fully resolved, whichever occurs later, provided that the Representative Plaintiffs have provided Honda with W-9s. The Representative Plaintiffs shall also be entitled to Control Arm Replacement and payments for Out-of-Pocket Expenses to the same extent that Settlement Class Members are eligible for such relief.

5. REIMBURSEMENT PAYMENTS

5.1 Honda will send payments pursuant to paragraphs 4.2(b) and 4.3 directly to Settlement Class Members who submit valid and timely Claim Forms within a reasonable time following the Effective Date.

5.2 To be eligible for payment, Settlement Class Members must provide the following information, as indicated on the Claim Form:

- (a) Name and mailing address of the Settlement Class Member;
- (b) Identification of the Settlement Class Vehicle for which a claim is being made, including the Vehicle Identification Number and dates of ownership;
- (c) Proof of Payment for Out-of-Pocket Expenses; and
- (d) The following attestation: "I declare under penalty of perjury that the foregoing is true and correct. Executed on (date)."

5.3 If Honda denies a claim for a reimbursement, the Settlement Class Member may request reconsideration by Honda within 30 days of the decision in accordance with Section 9.3 of the Settlement Agreement. The Settlement Class Member may also appeal the denial to the Better Business Bureau for resolution in accordance with the terms and conditions of the limited warranty that accompanied the Settlement Class Vehicle, except that any such appeal must be made within 90 days of final denial by Honda and any decision by the Better Business Bureau will be final and binding upon both parties. Honda will pay any

cost charged by the Better Business Bureau for resolving the dispute. Each party shall be responsible for paying his, her or its own attorneys' fees and other expenses if they decide to retain counsel.

6. EFFECT ON EXISTING WARRANTIES OR CUSTOMER SATISFACTION PROGRAMS

Nothing in the Settlement Agreement will be construed as adding to, diminishing or otherwise affecting any express or implied warranty, duty or contractual obligation of Honda in connection with the Settlement Class Vehicles, except as it relates to the uneven tire wear and the upper control arms at issue in the Litigation. Honda may continue to implement any customer satisfaction or goodwill policy, program or procedure in its discretion, and may extend goodwill consideration to individual Settlement Class Members on a case by case basis, without regard to their entitlement to relief under the Settlement Agreement, except that double recovery is not available under the settlement (i.e., any goodwill or other payment will reduce or eliminate the right to recover for the same benefit previously provided).

7. RELEASES

7.1 Upon the Effective Date, the Representative Plaintiffs and Settlement Class Members forever release, discharge and covenant not to sue the Released Persons regarding any of the Released Claims. With respect to all Released Claims, the Representative Plaintiffs and the Settlement Class Members

expressly waive and relinquish the Released Claims to the fullest extent permitted by law. The releases set forth in the Settlement Agreement shall apply even if the Representative Plaintiffs or Settlement Class Members subsequently discover facts in addition to or different from those which they now know or believe to be true. The Parties acknowledge that the foregoing release was bargained for and is a material element of the Settlement Agreement.

8. NOTICE PLAN

8.1 Honda will be responsible for implementing the Notice Plan.

8.2 Honda will obtain from POLK or a similar entity the best available names and addresses of all present and former owners and lessees of Settlement Class Vehicles. This data shall be run through the National Change of Address database for the purpose of updating addresses before the Notice is mailed.

8.3 Honda will mail the Notice by first-class mail, together with the Claim Form, to all Settlement Class Members for whom address information is available.

8.4 Honda will provide the Notice and Claim Form to any Settlement Class Member who requests them.

8.5 Honda will establish and maintain a website, which will make available documents relating to the settlement (including the Notice and Claim

Form) available for download. The Settlement Agreement will also be posted on the website.

8.6 Honda will provide a toll-free number which will be staffed with operators who can answer questions and provide information about the claims process to Settlement Class Members.

8.7 Honda, upon request, will provide available information to Class Counsel on a monthly basis about the number of claims submitted, the amount of each claim, and claims rulings so that Class Counsel may monitor the claims process.

9. CLAIMS ADMINISTRATION AND PROCEDURE

9.1 Settlement Class Members who believe they are eligible for monetary reimbursement must send Honda the Claim Form and Proof of Payment. Upon receiving a Claim Form, Honda will review the documentation and confirm or deny the Settlement Class Member's eligibility for payment within the deadlines set forth in the Settlement Agreement.

9.2 All Claim Forms must be postmarked within the Claims Period. Any Settlement Class Member who fails to submit a Claim Form postmarked by that deadline shall not be entitled to receive any payment pursuant to the Settlement Agreement, but shall in all respects be bound by the terms of the Settlement Agreement, including the release.

9.3 Claim Forms that do not meet the requirements set forth in the Settlement Agreement shall be rejected. Grounds for rejection include, but are not limited to, failure to provide Proof of Payment or any other required information. Within 30 days after expiration of the Claims Period, Honda shall notify in writing any claimant whose Claim Form has been rejected, in whole or in part, setting forth the reasons for the rejection, as well as providing notice of the claimant's right to contest the rejection or to attempt to cure the defect within 30 days. Class Counsel will be provided with a list of all claims that have been denied.

9.4 If any claimant whose Claim Form has been rejected, in whole or in part, contests that decision, the claimant must mail Honda a notice and statement of reasons indicating the claimant's grounds for contesting the rejection, along with any supporting documentation, and requesting further review by Honda. Any challenge to the rejection of a Claim Form must be postmarked within 30 days after the date of mailing of the notice of the rejection. Any claims submitted after this deadline shall be forever barred. The decision of Honda shall be final unless the Settlement Class Member submits the denied claim to the Better Business Bureau for resolution as described in paragraph 5.3.

9.5 No monetary reimbursement shall be provided to Settlement Class Members pursuant to the Settlement Agreement until after the Effective Date.

9.6 If this settlement is not approved, or for any reason the Effective Date does not occur, no monetary reimbursement of any kind shall be made pursuant to the Settlement Agreement.

10. OBJECTIONS AND REQUESTS FOR EXCLUSION

10.1 The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness or adequacy of the settlement to file any objection via the Court's electronic filing system or to send the objection to the Court and mail a copy to Honda's Counsel and Class Counsel via first-class mail. Objections must be filed electronically or postmarked not later than a date to be set by the Court, which date shall be approximately 45 days after the mailing of the Notice. Any objecting Settlement Class Member must: (a) set forth his, her or its full name, current address and telephone number; (b) identify the date of acquisition and Vehicle Identification Number for his, her or its Settlement Class Vehicle; (c) state that the objector has reviewed the Settlement Class definition and understands that he, she or it is a Settlement Class Member; (d) explain the legal and factual bases for any objection; and (e) provide copies of any documents the objector wants the Court to consider. In addition, any Settlement Class Member objecting to the settlement shall provide a list of all other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the

previous five years. If the Settlement Class Member or his, her or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she or it shall affirmatively so state in the objection.

Objections must be filed with the Court, and if not filed via the Court's electronic filing system, must be served by first-class mail upon:

Honda's Counsel at:

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

And upon Class Counsel at:

Michael A. Caddell
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010-3027

10.2 Subject to approval of the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the final fairness hearing (referenced in paragraph 11) to explain why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel Fees and Expenses or incentive awards. The objecting Settlement Class Member must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the fairness hearing by

the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the fairness hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, or who has not filed an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and the Notice, may be deemed to have waived any objections to the settlement.

10.3 The filing of an objection allows Class Counsel or Honda's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

10.4 Settlement Class Members may exclude themselves from the settlement, relinquishing their rights to any benefits under the Settlement Agreement. Settlement Class Members who exclude themselves will not release

their claims. A Settlement Class Member wishing to exclude himself, herself or itself must send Honda a letter postmarked by a date to be set by the Court, which date shall be approximately 45 days after the date of the mailing of Notice to Settlement Class Members, including: (a) his, her or its name, current address, and telephone number; (b) the approximate date of acquisition and Vehicle Identification Number for his, her or its Settlement Class Vehicle; and (c) a clear statement communicating that he, she or it elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the settlement. Any request for exclusion must be postmarked on or before the deadline provided in the Notice. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement.

10.5 Any Settlement Class Member who submits a request for exclusion with a timely postmark may not object to the settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be void. If a Settlement Class Member opts out and files a separate action based on the same or similar facts, in any tribunal, and also submits a Claim Form, the Settlement Class Member shall be

deemed to have opted out of the Settlement Class regardless of the outcome of the separate action.

10.6 Not later than 21 days after the deadline for submission of requests for exclusion, Honda shall provide Class Counsel with a complete exclusion list together with copies of the exclusion requests.

11. FAIRNESS HEARING

Promptly after execution of the Settlement Agreement, Class Counsel will submit the Settlement Agreement to the Court and will ask the Court to issue an order certifying the Settlement Class and the Settlement Si Subclass for settlement purposes only and preliminarily approving the proposed settlement. The final fairness hearing shall be scheduled so as to allow time for filing requests for exclusion and objections (and responses to any objections), as well as the time mandated by the Class Action Fairness Act, and shall be conducted to consider final approval of the settlement, including the amount payable for Class Counsel Fees and Expenses.

12. CLASS COUNSEL FEES AND EXPENSES

12.1 Honda shall pay all expenses incurred in administering the Settlement Agreement, including the cost of the Class Notice and the cost of distributing and administering the benefits of the Settlement Agreement, subject to approval of the Court.

12.2 Class Counsel may apply to the Court for an award of reasonable attorneys' fees and expenses, not to exceed the total sum of \$3,165,000. Honda will not oppose Class Counsel's application for attorneys' fees and expenses not exceeding the total combined sum of \$3,165,000.

12.3 Within 30 days after the Effective Date, or within 30 days after the date when all appeals with respect to Class Counsel Fees and Expenses have been fully resolved, whichever occurs later, and provided that all Class Counsel have provided Honda with W-9s, Honda shall pay, by wire transfer to the trust account of Mazie Slater Katz & Freeman LLC ("Class Counsel Payee"), the Class Counsel Fees and Expenses.

12.4 Upon the wire transfer described in paragraph 12.3, the Class Counsel Payee shall distribute Class Counsel Fees and Expenses between and among Class Counsel as Class Counsel mutually agree among themselves. Payment of the wire transfer shall constitute full satisfaction of Honda's obligation to pay any amounts to all persons, attorneys or law firms for attorneys' fees, expenses or costs in the Litigation incurred by any attorney or other person on behalf of Representative Plaintiffs or any Settlement Class Member. Upon payment of Class Counsel Fees and Expenses to the Class Counsel Payee, Class Counsel release all Released Persons from any and all claims resulting from the Litigation or the distribution of Class Counsel Fees and Expenses.

12.5 Class Counsel Fees and Expenses shall be in addition to the benefits provided directly to the Settlement Class, and shall have no effect on the benefits made available to the Settlement Class.

13. CONDITIONS FOR EFFECTIVE DATE; EFFECT OF TERMINATION

If the Court does not approve the Settlement Agreement or the settlement is terminated or fails to become effective in accordance with the terms of the Settlement Agreement, the Parties and the Settlement Class Members will be restored to their positions in the Litigation as of the date of the Settlement Agreement. If that happens, the terms and provisions of the Settlement Agreement will have no further effect and may not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement will be treated as vacated. No order of the Court or of any appellate court concerning Class Counsel Fees and Expenses will constitute grounds for termination of the Settlement Agreement. In addition, Honda may withdraw from the Settlement Agreement, and render the settlement void, if the total number of exclusions exceeds 5 percent of the Settlement Class.

14. BEST EFFORTS

The Parties and their counsel agree to cooperate with one another and to use their best efforts to effectuate the settlement, including by promptly

agreeing upon and executing all documentation reasonably required to obtain final approval of the settlement and to carry out the terms of the Settlement Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 The administration of the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the terms of the Settlement Agreement. In connection with preliminary approval of the settlement, the Court shall preliminarily enjoin Settlement Class Members from commencing or prosecuting any action against the Released Persons relating to any of the Released Claims in aid of the Court's jurisdiction to implement and enforce the settlement. In connection with final approval of the settlement, the Court shall permanently enjoin all Settlement Class Members from instituting any action against the Released Persons relating to any of the Released Claims.

15.2 Honda shall comply with the requirement of 28 U.S.C. § 1715(b) that each defendant participating in a proposed class action settlement notify the appropriate state official of each state in which a Settlement Class Member resides.

15.3 The Parties intend the settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The

settlement compromises all contested claims as well as any claims that might be asserted in the Litigation and will not be deemed an admission by Honda as to the merits of any claim which has been or could have been asserted in the Litigation.

15.4 Neither the Settlement Agreement nor the settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement is an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any of the Released Persons; or is an admission of, or evidence of, any fault or omission of any Released Person in any proceeding. Any Released Person may file the Settlement Agreement or the Final Judgment in any action in order to support any defense or counterclaim, including, without limitation, those based on res judicata, collateral estoppel, release, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion. Nothing in the Settlement Agreement releases any Settlement Class Member from any money owed to any Honda entity for any reason.

15.5 All agreements made and orders entered during the Litigation relating to the confidentiality of information will survive the Settlement Agreement.

15.6 The exhibits to the Settlement Agreement are material and integral parts of the agreement and are incorporated by reference.

15.7 The Settlement Agreement may be amended or modified only in a writing signed by or on behalf of all Parties or their respective successors in interest.

15.8 The Settlement Agreement constitutes the entire agreement among the Parties, and no other representations, warranties or inducements have been made to any party concerning the Settlement Agreement.

15.9 Each individual executing the Settlement Agreement on behalf of any Party represents and warrants that he or she has the full authority to do so.

15.10 The Settlement Agreement may be executed in one or more counterparts.

15.11 The Settlement Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

15.12 Except as otherwise provided in the Settlement Agreement, the Parties will bear their own attorneys' fees and costs. Honda shall in no way be liable for any taxes Class Counsel, the Representative Plaintiffs, Settlement Class Members or others may be required to pay as a result of the receipt of settlement benefits.

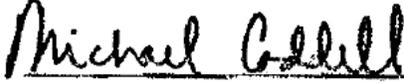
15.13 None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the Settlement Agreement will be interpreted according to its fair meaning, and will not be interpreted for or against any of the Parties as the drafter.

15.14 The Settlement Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of California, without giving effect to that state's choice-of-law principles. However, the Parties acknowledge that federal law (including Fed. R. Civ. P. 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues such as any petition for Class Counsel Fees and Expenses.

15.15 The Parties will not make any public statement about the settlement, including any representations by their counsel on their websites or otherwise, other than Class Counsel being permitted to place neutral notices (subject to Honda's review and approval, which approval shall not be unreasonably withheld) on their websites that a settlement has been reached with a hyperlink to the settlement website. The Parties will only make jointly approved public statements regarding the settlement.

For the Representative Plaintiffs and the Settlement Class:

CADDELL & CHAPMAN



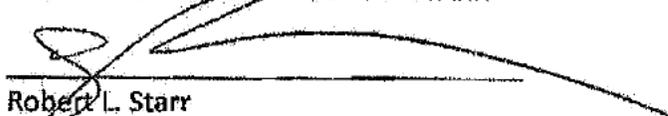
Michael A. Caddell
Cynthia B. Chapman
Cory S. Fein
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010-3027

STRATEGIC LEGAL PRACTICES, APC



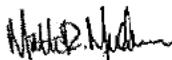
Payam Shahian
Strategic Legal Practices, APC
1875 Century Park East, Suite 700
Los Angeles, CA 90067

THE LAW OFFICE OF ROBERT L. STARR



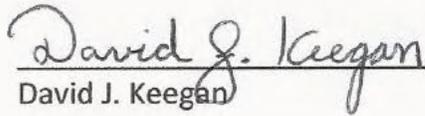
Robert L. Starr
The Law Office of Robert L. Starr
23277 Ventura Boulevard
Woodland Hills, CA 91364-1002

MAZIE SLATER KATZ & FREEMAN, LLC



David Mazie
Matthew R. Mendelsohn
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway
Roseland, NJ 07068

Representative Plaintiffs:



David J. Keegan

Luis Garcia

Eric Ellis

Charles Wright

Betty Kolstad

Carol Hinkle

Shawn Phillips

Benittia Hall

Representative Plaintiffs:

David J. Keegan



Luis Garcia

Eric Ellis

Charles Wright

Betty Kolstad

Carol Hinkle

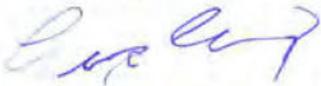
Shawn Phillips

Benittia Hall

Representative Plaintiffs:

David J. Keegan

Luis Garcia



3/15/13

Eric Ellis

Charles Wright

Betty Kolstad

Carol Hinkle

Shawn Phillips

Benittia Hall

Representative Plaintiffs:

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Luis Garcia

Eric Ellis



Charles Wright

Betty Kolstad

Carol Hinkle

Shawn Phillips

Benittia Hall

Representative Plaintiffs:

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Luis Garcia

Eric Ellis

Charles Wright


Betty Kolstad

Carol Hinkle

Shawn Phillips

Benittia Hall

2-15-13

Representative Plaintiffs:

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Betty Kolstad

Carol Hinkle

Carol Hinkle

Shawn Phillips

Benittia Hall

Representative Plaintiffs:

David J. Keegan

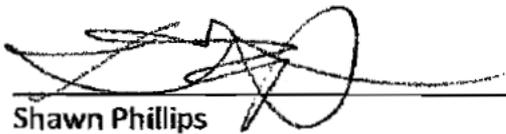
Luis Garcia

Eric Ellis

Charles Wright

Betty Kolstad

Carol Hinkle



Shawn Phillips

Benittia Hall

Representative Plaintiffs:

David J. Keegan

Luis Garcia

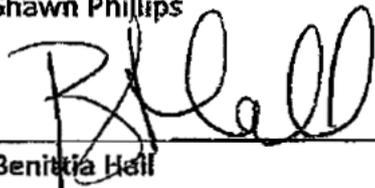
Eric Ellis

Charles Wright

Betty Kolstad

Carol Hinkle

Shawn Phillips



Benitia Hill

For Defendant American Honda Motor Co., Inc.:

SIDLEY AUSTIN LLP

A handwritten signature in black ink, appearing to read "Eric S. Mattson", is written over a horizontal line.

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

Defendant:

AMERICAN HONDA MOTOR CO., INC.

A handwritten signature in black ink, appearing to read "Bruce T. Smith", is written over a horizontal line.

Bruce T. Smith, Senior Vice President
Parts, Service and Technical Division
1919 Torrance Boulevard
Torrance, California 90501

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

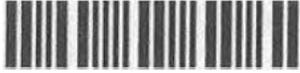
1		
2		
3	DAVID J. KEEGAN, LUIS GARCIA,)	Case No. CV 10-09508 MMM (AJWx)
4	ERIC ELLIS, CHARLES WRIGHT,)	
5	BETTY KOLSTAD, CAROL HINKLE,)	
6	and JONATHAN ZDEB, individually)	
7	and on behalf of themselves and others)	
8	similarly situated,)	
9		
10	Plaintiffs,)	
11		
12	vs.)	
13		
14	AMERICAN HONDA MOTOR CO.,)	
15	INC.,)	
16		
17	Defendant.)	
18		
19		
20		
21		
22		
23		
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28		

EXHIBIT 1

American Honda Motor Co., Inc.
Tire Replacement Claim Form



Name/Address Changes (if any):



Claim #: NNS2- 6000068380
JOHN DOE
1334 STEPHEN COURT
ORANGE, CA 92867

First Name Last Name

Address

City State Zip

Daytime Phone _____ E n _____

_____ e-mail _____

Claim Form Instructions:

This form covers two separate claims for **Control Arm** and **Reimbursable Tire Wear**. Members of the Settlement Class can make one or both claims.

Your Claim Form must be sent to Honda Motor Co., Inc. and postmarked no later than _____, 201____.

1. Settlement Class Members who are members of the Settlement Class (see T of this Form.) Honda may reimburse Out-of-Pocket Expenses for parts and labor paid for the Control Arm Replacement. To be eligible for reimbursement, you must provide Proof of Payment and submit a valid invoice for the replacement parts by _____, 201____.
2. Settlement Class Members who replaced their tires due to Reimbursable Tire Wear may submit a claim for reimbursement for Out-of-Pocket Expenses for the tires. To be eligible for reimbursement, Settlement Class Members must provide Proof of Reimbursable Tire Wear by _____, 201____.
3. Current Settlement Class vehicle owners may be eligible to receive Control Arm Replacements. To be eligible, you must (1) provide Proof of Reimbursable Tire Wear to an Authorized Honda Dealer no later than _____, 201____. Proof of Reimbursable Tire Wear may be provided by an Authorized Honda Dealer that finds the vehicle eligible for Reimbursable Tire Wear.
4. Settlement Class Members seeking Control Arm Replacement. You do not need to contact your Authorized Honda Dealer. **Settlement Class vehicle**

PART ONE – CLAIMANT VEHICLE INFORMATION

1. Did you own or lease a 2006 – 2007 Honda Civic or 2006 – 2008 Civic Hybrid?

No

Yes Year _____ Model _____

Vehicle Identification Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

2. Did you pay for either a Control Arm Replacement OR tires due to uneven or rapid tire wear?

No

Yes

If you answered "NO" to question 1 OR question 2, you are not eligible to submit a claim.

To make a claim you must submit a Claim Form. For additional information, call 1-888-888-3082 or visit www.ControlArmSettlement.com.

Return this claim form to:

Honda
 P.O. Box 2718
 Torrance, CA 90509

PART TWO – REIMBURSEMENT FOR CONTROL ARM REPLACEMENT

If you are submitting a claim for reimbursement for Control Arm Replacement, please check the box and provide the following information.

Include an original receipt (or other original supporting documentation) for Control Arm Replacement. Your documentation must include all items below:

- The date the replacement was made and vehicle mileage at the time of replacement;
- The amount you paid for the replacement control arm; and
- Information that shows that the tires on your vehicle experienced diagonal or inner edge wear as described in the Class Notice.

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

DATE OF AND MILEAGE AT REPLACEMENT	AMOUNT YOU PAID FOR THE REPLACEMENT
____ / ____ / ____ Mileage: _____	\$ ____ . ____

PART THREE – PRORATED REIMBURSEMENT FOR TIRE REPLACEMENT

If you are submitting a claim for prorated reimbursement of Out-of-Pocket Expenses for the purchase of replacement tires due to Reimbursable Tire Wear, please check the box and provide the following information.

Include an original receipt (or other original supporting documentation) for the replacement tires purchased due to Reimbursable Tire Wear.

Your documentation must include:

- The date your replacement tires were purchased and the vehicle mileage at the time of purchase;
- The amount you paid for the replacement tires;
- Information sufficient to establish that the tires you replaced suffered from diagonal or inner edge wear as defined in the Settlement Agreement and the described in the Notice; and
- The tread depth of each tire being replaced (if available).
- If you had more than two tire replacements, please attach a separate piece of paper with the information requested.

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

DATE OF REPLACEMENT TIRE PURCHASE AND MILEAGE AT TIME OF PURCHASE	AMOUNT YOU PAID FOR REPLACEMENT TIRES *	TREAD DEPTH OF TIRES AT TIME OF REPLACEMENT (fill in all that apply)	NO TREAD DEPTH MEASUREMENTS
Date: ___/___/_____ Mileage: _____	Part: \$ _____.	LF: ___ RF: ___ LR: ___ RR: ___	<input type="checkbox"/>
Date: ___/___/_____ Mileage: _____	Part: \$ _____.	LF: ___ RF: ___ LR: ___ RR: ___	<input type="checkbox"/>

** Only include the cost of the replacement tires. Labor costs associated with replacement are NOT covered and NOT reimbursable.*

PART FOUR – CERTIFICATION AND RELEASE OF CLAIM

SIGN AND DATE THE CERTIFICATION BELOW.

I declare under penalty of perjury that the information I provided on this form is true and correct.

Signature of Owner/Lessee

___/___/_____
Date

Signature of Co-Owner/Co-Lessee

___/___/_____
Date

For assistance completing this form or for answers to your questions, you can consult the Notice, call Honda at 1-888-888-3082, or go to www.ControlArmSettlement.com.

EXHIBIT 2

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION

4 DAVID J. KEEGAN, LUIS GARCIA,)
ERIC ELLIS, CHARLES WRIGHT,)
5 BETTY KOLSTAD, CAROL HINKLE,)
and JONATHAN ZDEB, individually)
and on behalf of themselves and others)
6 similarly situated,)

7 Plaintiffs,)

8 vs.)

9 AMERICAN HONDA MOTOR CO.,)
10 INC.,)

11 Defendant.)
12)
13)
14)
15)
16)
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18)
19)
20)
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Case No.: CV 10-09508-MMM-AJW
**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

The Settlement Agreement and Release entered into on March 18, 2013 (the “Settlement Agreement”) between Plaintiffs and Defendant in the above-captioned class action (the “Action”) was presented at the Fairness Hearing on _____, 2013, pursuant to the Preliminary Approval Order entered on _____, 2013. The Court has determined that notice of the Fairness Hearing was given in accordance with the Preliminary Approval Order to members of the Settlement Class, and that the notice was adequate. Accordingly, the Court orders as follows:

1. This Judgment incorporates by reference the definitions in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all members of the Settlement Class.

3. The Notice has been disseminated to the Settlement Class in the manner directed by the Preliminary Approval Order, and a declaration from _____ attesting to the proof of the mailing of the Notice to the Settlement Class has been filed with the Court. The Court finds that the Notice fairly and accurately informed Settlement Class Members of the material aspects of this Action and the proposed settlement, and constituted adequate notice. The Notice apprised Class Members of the pendency of this Action, their right to object or exclude themselves from the proposed settlement, and their right to appear at the Fairness Hearing, and conformed with the requirements of Federal Rule of Civil Procedure 23(c)(2).

4. This Court approves the terms of the Settlement Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class.

5. The Parties to the Settlement Agreement are directed to consummate the settlement in accordance with the Settlement Agreement, and the Clerk of this Court is directed to enter this Order and Final Judgment.

1 6. The Court dismisses with prejudice all claims belonging to the
2 Representative Plaintiffs and Settlement Class Members who did not timely and
3 validly request exclusion from the Settlement Class. Except as expressly provided in
4 the Settlement Agreement, each of the Parties, including each Settlement Class
5 Member, shall bear his, her or its own costs and attorneys' fees.

6 7. Pursuant to Paragraph 7.1 of the Settlement Agreement, upon the
7 Effective Date the Representative Plaintiffs and each of the Settlement Class Members
8 shall be deemed to have, and by operation of this Judgment shall have, fully, finally
9 and forever released, waived, relinquished and discharged American Honda Motor
10 Co., Inc.; all of its parents, subsidiaries and affiliates, including but not limited to
11 Honda Motor Co., Ltd., Honda North America, Inc., Honda of America Mfg., Inc.,
12 Honda R&D Co., Ltd., Honda R&D Americas, Inc., Honda Manufacturing of
13 Alabama, LLC and Honda Engineering North America, Inc., and each of their
14 respective parent companies, subsidiaries, affiliated companies, divisions and
15 suppliers; all Authorized Honda Dealers and distributors; and the past, present and
16 future officers, directors, shareholders, employees, affiliates, parents, subsidiaries,
17 agents, attorneys, suppliers, vendors, predecessors, successors, insurers, trustees,
18 representatives, heirs, executors, and assigns of all of the foregoing, from any and all
19 claims, demands, rights, liabilities and causes of action of every nature and description
20 whatsoever, known or unknown, suspected or unsuspected, matured or unmatured,
21 contingent or non-contingent, asserted or unasserted, or based upon any theory of law
22 or equity now existing or coming into existence in the future, including but not limited
23 to conduct that is negligent, fraudulent, intentional, sounds in warranty either implied
24 or express, contract or a breach of any duty, law or rule, without regard to the
25 subsequent discovery or existence of different or additional facts, arising out of or
26 related in any way to alleged issues relating to camber settings in the Settlement Class
27 Vehicles or the premature, uneven, or irregular wear of tires on the Settlement Class
28 Vehicles; provided, however, that the Released Claims do not include claims for

1 death, personal injury or damage to property. The Released Claims include claims that
2 a Settlement Class Member does not know to exist as of the Effective Date, which if
3 known might have affected the Settlement Class Member's decision not to object to
4 the settlement, or not to seek exclusion from the Settlement Class. Upon the Effective
5 Date all Settlement Class Members shall be deemed to have, and by operation of this
6 Judgment shall have, expressly waived the rights and benefits of any provision of the
7 laws of the United States or of any state or territory which provides that a general
8 release does not extend to claims which a party does not know or suspect to exist at
9 the time of agreeing to the release, which if known to the party may have materially
10 affected the decision to provide the release.

11 8. The Representative Plaintiffs, all Settlement Class Members, their
12 counsel, and anyone claiming through or for the benefit of any of them, are enjoined
13 from commencing, prosecuting, instituting, continuing, or in any way participating in
14 the commencement or prosecution of any suit asserting any of the Released Claims
15 against any of the Released Persons, either directly, representatively, or in any other
16 capacity.

17 9. The Settlement Agreement and any related negotiations, statements, or
18 proceedings shall not be construed or deemed evidence of an admission by any of the
19 Released Persons or any other person of any fault, liability, or wrongdoing as to any
20 facts or claims asserted in the Action, or that any person has suffered any damage
21 attributable in any manner to any of the Released Persons. The existence of the
22 Settlement Agreement, its contents, and any related negotiations, statements, or
23 proceedings shall not be offered or admitted into evidence or otherwise used by any
24 person for any purpose in the Action or otherwise, except as may be necessary to
25 enforce the settlement. Notwithstanding the foregoing, any of the Released Persons
26 may file the Settlement Agreement, or any judgment or order of the Court related to it,
27 in any other action that may be brought against them, to support any defenses based
28

1 on res judicata, collateral estoppel, release, or any other theory of claim preclusion or
2 issue preclusion.

3 10. The Court approves fees and expenses for Class Counsel in the amount of
4 \$_____.

5 11. The Court approves payment to the Representative Plaintiffs in the
6 amount of \$_____ in the aggregate, on account of their time and effort expended in
7 the Action.

8 12. If the settlement does not become effective in accordance with the terms
9 of the Settlement Agreement, then this Judgment shall be void as provided in the
10 Settlement Agreement.

11 13. All Settlement Class Members who failed to file a timely and valid
12 objection to the Settlement Agreement are deemed to have waived any objections and
13 are bound by all terms of the Settlement Agreement, including the release and this
14 Final Order and Judgment.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

18 Hon. Margaret M. Morrow
19 U.S. District Court Judge
20
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EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

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

- (1) A Honda Civic, model years 2006-2007; or**
- (2) A Honda Civic Hybrid, model years 2006-2007, or a Honda Civic Hybrid, model year 2008 with a VIN between JHMFA3 85000001 and JHMFA3 85010456,**

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

YOUR LEGAL RIGHTS AND OPTIONS	
Make a claim	If you qualify, you can file a claim for benefits (cash or replacement of a part on your Civic, or both).
Exclude yourself from the settlement	You can exclude yourself from the class. If you do, you will not receive any benefits but have the right to sue on your own if you wish. You will have no right to comment on the settlement or object to it.
Do nothing	If you do nothing, you will give up your right to sue over the issues raised in this lawsuit and will not receive any benefits under the settlement.
Object	If you do not believe that the terms of the settlement are fair, and you do not opt out, you may object.

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

WHAT THIS NOTICE CONTAINS

1. WHY DID I RECEIVE THIS NOTICE?
2. WHY SHOULD I READ THIS NOTICE?
3. WHAT IS THE LAWSUIT ABOUT?
4. WHAT IS A CLASS ACTION?
5. HOW DO I KNOW IF I AM A CLASS MEMBER?
6. WHY IS THERE A SETTLEMENT?
7. WHAT CAN I GET UNDER THE SETTLEMENT?
8. HOW DO I MAKE A CLAIM?
9. WHAT DO I GIVE UP IF THE SETTLEMENT IS APPROVED?
10. WHO WILL DETERMINE WHETHER THE SETTLEMENT IS FAIR?
11. CAN I OBJECT TO THE SETTLEMENT?
12. WHAT SHOULD I DO IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?
13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?
14. WHO REPRESENTS THE CLASS?
15. WHO IS RESPONSIBLE FOR CLASS COUNSEL'S FEES?
16. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS?
17. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING?
18. WHERE CAN I GET MORE INFORMATION?

1. WHY DID I RECEIVE THIS NOTICE?

You received this notice because you may have owned or leased: (1) a Honda Civic, model year 2006-2007; or (2) a Honda Civic Hybrid, model year 2006-2007, or a Honda Civic Hybrid, model year 2008 with a VIN between JHMFA3 85000001 and JHMFA3 85010456.

2. WHY SHOULD I READ THIS NOTICE?

You may be eligible to receive money and other benefits from the settlement of a lawsuit over uneven or rapid rear tire wear that your Civic may have experienced, and because the settlement, if approved, will release certain claims you might have.

3. WHAT IS THE LAWSUIT ABOUT?

The lawsuit asserts that a part on your Civic was defectively designed, and that as a result the tires on some Civics wore out unevenly or prematurely. Honda denies that there was any defect on the Civics. There are no safety concerns for owners of these vehicles.

4. WHAT IS A CLASS ACTION?

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

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

You are a class member if you are a resident of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam and you currently own or lease, or previously owned or leased, a Honda Civic, model years 2006-2007, a Honda Civic Hybrid, model years 2006-2007, or a Honda Civic Hybrid, model year 2008 with a VIN between JHMFA3 85000001 and JHMFA3 85010456. You are not in the class if you work for Honda or one of its affiliated companies.

6. WHY IS THERE A SETTLEMENT?

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

7. WHAT CAN I GET UNDER THE SETTLEMENT?

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

CURRENT OWNERS/LESSEES OF CLASS VEHICLES

The first benefit is replacement of a “control arm” on your Civic, which you may be eligible to receive if you have experienced uneven or rapid tire wear on your Civic. To find out whether you are eligible for this benefit, you need to bring your Civic to an authorized Honda dealer for inspection or, alternatively, bring written proof that your Civic has experienced uneven or rapid tire wear to an authorized Honda dealer. The proof must be in the form of receipts or other documents from a tire shop, car dealership, or elsewhere that show that your Civic experienced the kind of uneven or rapid tire wear at issue in the lawsuit.

To receive this benefit, you must bring your Civic to an authorized Honda dealer and provide the requisite information before January 16, 2014.

CURRENT AND FORMER OWNERS/LESSEES OF CLASS VEHICLES

A. Control Arm Replacement: If you have already paid to replace a control arm on your Civic as a result of premature or uneven tire wear (not because of an accident), you may submit a claim for reimbursement. Honda will reimburse you for parts and labor paid for the control arm replacement. To be eligible for reimbursement, you must provide proof of payment and submit a valid Claim Form before January 16, 2014.

B. Reimbursement for Tire Wear: If you replaced your tires due to uneven or rapid tire wear, you may submit a claim for reimbursement. Honda will reimburse you on a pro rata basis in accordance with the following chart:

Tire Reimbursement Schedule – Standard OEM Tires

Mileage	Tread Depth							
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	No tread depth info
0-3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501-6,500	100%	100%	100%	100%	50%	50%	0%	75%
6,501-9,500	100%	100%	100%	75%	50%	25%	0%	50%
9,501-12,500	75%	75%	75%	50%	25%	0%	0%	50%
12,501-15,500	75%	75%	75%	50%	25%	0%	0%	50%
15,501-18,750	50%	50%	50%	50%	25%	0%	0%	25%
18,751-21,750	25%	25%	25%	0%	0%	0%	0%	25%
21,751-25,000	25%	25%	25%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%



(% covered by Honda)



(not covered by Honda)

Tire Reimbursement Schedule – SI OEM Tires

Mileage	Tread Depth							
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	No tread depth info
0-3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501-6,500	100%	100%	100%	100%	50%	25%	0%	75%
6,501-9,500	75%	75%	75%	50%	50%	0%	0%	50%
9,501-12,500	75%	75%	75%	50%	25%	0%	0%	25%
12,501-15,500	50%	50%	50%	25%	0%	0%	0%	25%
15,501-18,750	50%	25%	25%	25%	0%	0%	0%	0%
18,751-21,750	0%	0%	0%	0%	0%	0%	0%	0%
21,751-25,000	0%	0%	0%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%



(% covered by Honda)



(not covered by Honda)

To be eligible for reimbursement, you must provide proof of payment, provide proof of uneven or premature tire wear and submit a valid Claim Form before January 16, 2014.

8. HOW DO I MAKE A CLAIM?

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

Honda
P.O. Box 2718
Torrance, CA 90509

All Claim Forms and supporting documents must be postmarked by January 16, 2014.

If you are a current Civic owner and want to find out whether you are eligible for a control arm replacement, you may bring your Civic to an authorized Honda dealer as soon as you receive this Notice.

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

The settlement provides for a “release” of claims relating to uneven or premature rear tire wear on the Civics. This means you would not be able to sue over the cost of replacing tires, replacing a control arm, or any other monetary losses you might incur as a result of uneven or premature tire wear.

10. WHO WILL DETERMINE WHETHER THE SETTLEMENT IS FAIR?

The judge will decide whether the settlement is fair to the class members. The judge will hold a hearing on October 28, 2013, at 10:00 a.m. in Courtroom 780 of the Edward R. Roybal Federal Building and U.S. Courthouse, 255 East Temple Street, Los Angeles, California 90012-3332. At that hearing, the Court will consider whether to approve the settlement. The Court will also determine the amount of any awards for the class representatives, and the amount of attorneys’ fees and costs to be awarded to the lawyers for the class.

11. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you are a settlement class member and do not opt out of the class, you have the right to object to the settlement. Any objection must be in writing and must be filed with the Court and sent to class counsel and Honda’s counsel at the addresses listed below. *All objections must be filed electronically or postmarked on or before September 23, 2013.*

If you file an objection, it must include: (1) the title of the case, “Keegan v. American Honda Motor Co., Inc., No. 10-cv-09508”; (2) your name, address, and telephone number; (3) the approximate date when you bought or leased your Civic and the vehicle identification number (VIN) of your Civic; (4) a statement that you have reviewed the settlement class definition and that you are a settlement class member; (5) all legal and factual bases for any objection; and (6) copies of any documents that you wish to submit relating to your objection. In addition, if you object to the settlement, you must provide a list of all other objections submitted by you, or your counsel, to any class action settlements in any court in the United States in the previous five years. If you (or your counsel) have not objected to any other class action settlement in the United States in the previous five years, you must say so in the objection. You may also have to attend a deposition on the issues raised in the objection.

If you intend to appear at the fairness hearing, you must file with the Court and send to all counsel listed below a notice of intention to appear at the hearing by the objection deadline. The notice must include copies of any papers, exhibits, or other evidence that you or your counsel will

present to the Court. If you do not provide a timely notice of intention to appear, or if you do not file a timely objection, you may be deemed to have waived any objection to the settlement.

Clerk of the Court

Clerk of the Court
Los Angeles Courthouse
312 North Spring Street
Los Angeles, CA 90012

Class Counsel

Michael A. Caddell
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010

Honda's Counsel

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

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

To exclude yourself from the settlement, you must submit a written request for exclusion that includes: (a) your name, address, and telephone number; and (b) the approximate date of acquisition and vehicle identification number (VIN) of your Civic. All requests for exclusion must also contain a signed statement that: "I hereby request that I be excluded from the proposed settlement class in *Keegan v. American Honda Motor Co., Inc.*, 10-cv-09508." *All requests for exclusion must be postmarked no later than September 23, 2013, and must be mailed to the Settlement Administrator:*

Honda
P.O. Box 2722
Torrance, CA 90509

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

If you validly request exclusion from the class, you will (a) not be entitled to any of the settlement benefits; (b) not be bound by any judgment entered in the lawsuit; (c) not be permitted to object to the settlement, and (d) be able to sue based on the issues raised in the lawsuit.

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

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

Objecting simply tells the Court that you do not like something about the settlement. You can object and still file a claim for benefits. In contrast, excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

14. WHO REPRESENTS THE CLASS?

The Court has appointed David J. Keegan, Luis Garcia, Eric Ellis, Charles Wright, Betty Kolstad, Carol Hinkle, Shawn Phillips, and Benittia Hall as class representatives. The class representatives in this action will ask the Court for awards of up to \$35,000 total. Honda has agreed to pay up to this amount if approved by the Court, and your settlement benefits will not be reduced by the payment of this award.

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

David A. Mazie
Matthew R. Mendelsohn
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway
Roseland, New Jersey 07068

Michael A. Caddell
Cynthia B. Chapman
Cory S. Fein
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010

Robert L. Starr
The Law Offices of Robert L. Starr
23277 Ventura Boulevard
Woodland Hills, California 91364

Payam Shahian
Strategic Legal Practices, APC
1875 Century Park East, Suite 700
Los Angeles, California 90067

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

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

Class counsel intends to ask the Court for an award of attorneys' fees for their work on behalf of the settlement class, including their out-of-pocket expenses, in an amount not to exceed \$3,165,000. Honda has agreed to pay up to this amount. **You will not have to pay any of this amount.**

16. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS?

It cannot yet be predicted. The Court is scheduled to hold a final approval hearing on October 28, 2013 to decide whether to approve the settlement. If the Court approves the settlement, the payment of benefits to class members who submit valid claims will be made approximately 45 days from the deadline for filing claims. If appeals are filed, payment of claims will be delayed.

If you are a current Civic owner and want to find out whether you are eligible for a control arm replacement, you may bring your Civic to an authorized Honda dealer as soon as you receive this Notice.

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

No.

18. WHERE CAN I GET MORE INFORMATION?

This Notice is only a summary of the lawsuit and proposed settlement. Pleadings and other information (including the Settlement Agreement) that have been filed in this lawsuit are available at www.ControlArmSettlement.com. If you have any questions about the settlement, check the website or contact the settlement administrator at 1-888-888-3082. **DO NOT CONTACT THE COURT FOR INFORMATION.**

BY THE COURT:

Honorable Margaret M. Morrow
U.S. District Judge

EXHIBIT 4

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

3 DAVID J. KEEGAN, LUIS GARCIA,)
ERIC ELLIS, CHARLES WRIGHT,)
4 BETTY KOLSTAD, CAROL HINKLE,)
and JONATHAN ZDEB, individually)
5 and on behalf of themselves and others)
6 similarly situated,)

7 Plaintiffs,)

8 vs.)

9 AMERICAN HONDA MOTOR CO.,)
10 INC.,)

11 Defendant.)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Case No.: CV 10-09508-MMM-AJW

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

1 4. For purposes of settlement only, the following subclass is certified:
2 All members of the Settlement Class who currently own or lease, or
3 previously owned or leased, a Settlement Class Vehicle designated as a
4 “Civic Si.”

5 5. Solely for the purposes of the settlement, the Court finds that the
6 prerequisites for a class action under Fed. R. Civ. P. 23(a) and (b)(3) have been
7 satisfied in that: (i) the Settlement Class Members are so numerous that joinder of all
8 Settlement Class Members is impracticable; (ii) there are questions of law and fact
9 common to the Settlement Class Members; (iii) the claims of the Representative
10 Plaintiffs are typical of the claims of the Settlement Class Members; (iv) the
11 Representative Plaintiffs will fairly and adequately represent the interests of the
12 Settlement Class; (v) the questions of law and fact common to the Settlement Class
13 Members predominate over any questions affecting only individual Settlement Class
14 Members; and (vi) certifying the Settlement Class is superior to other available
15 methods for the fair and efficient adjudication of the controversy.

16 6. The Court hereby appoints Michael A. Caddell, Cynthia B. Chapman,
17 and Cory S. Fein of Caddell & Chapman; Payam Shahian of Strategic Legal Practices,
18 APC; Robert L. Starr of The Law Office of Robert L. Starr; and Matthew R.
19 Mendelsohn and David A. Mazie of Mazie Slater Katz & Freeman, LLC as Class
20 Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules
21 of Civil Procedure are satisfied by this appointment.

22 7. Plaintiffs David J. Keegan, Luis Garcia, Eric Ellis, Charles Wright, Betty
23 Kolstad, Carol Hinkle, Shawn Phillips and Benittia Hall are hereby appointed
24 Representative Plaintiffs. Shawn Phillips is also appointed Representative Plaintiff for
25 the Settlement Si Subclass.

26 8. The Court finds that (i) the proposed Settlement Agreement resulted from
27 extensive arm’s-length negotiations, including mediation sessions in front of an
28

1 experienced mediator; (ii) the proposed settlement was concluded after counsel for all
2 Parties had conducted adequate investigation; and (iii) the terms of the proposed
3 settlement are sufficiently fair, reasonable, and adequate to warrant sending the Notice
4 in the form attached as Exhibit 3 to the Settlement Agreement (“Notice”) and holding
5 a hearing regarding final approval of the proposed settlement. Accordingly, the Court
6 grants preliminary approval of the settlement.

7 9. The Court approves, in form and substance, the Notice. The form and
8 method of notice specified in the Settlement Agreement is the best notice practicable
9 and shall constitute due notice of the final settlement hearing and the pendency of the
10 Action to all persons entitled to receive notice, and fully satisfies the requirements of
11 due process, Rule 23 of the Federal Rules of Civil Procedure, and applicable law.

12 10. The Court orders that, on or before _____ [120 days after
13 entry of this Preliminary Approval Order], Honda shall cause the Notice to be
14 distributed to Settlement Class Members as set forth in the Settlement Agreement.
15 Honda may format the Class Notice in such a way as to minimize the cost of the
16 mailing, so long as Settlement Class Members can reasonably read it and Class
17 Counsel approves all changes and formatting. Honda shall be responsible for
18 dissemination of the Class Notice in the manner stated above, and pursuant to the
19 terms of the Settlement Agreement. The Class Notice shall be accompanied by the
20 Claim Form. As set forth in the Settlement Agreement, Honda shall bear the costs
21 associated with providing class notice.

22 11. Class Counsel’s Motion, on behalf of all Plaintiffs’ Counsel for
23 attorneys’ fees, costs and expenses, and on behalf of the Settlement Class
24 representatives for service awards, as set forth in the Settlement Agreement, shall be
25 filed by _____ [30 days after the class notices are mailed to Class
26 Members].
27
28

1 12. Plaintiffs' Motion for Final Approval of Class Action Settlement shall be
2 filed by _____ [30 days after the class notices are mailed to Class
3 Members].

4 13. Any Settlement Class Member who objects to any aspect of the
5 settlement, or who otherwise wishes to be heard, may appear in person or by his or her
6 attorney at the Final Settlement Hearing and present evidence or argument provided
7 the Settlement Class Member files with the Court and serves upon Class Counsel and
8 Honda's counsel, by _____, 2013 [45 days from the date of mailing of the
9 Notice], an objection that (a) sets forth his, her or its full name, current address and
10 telephone number; (b) identifies the date of acquisition and Vehicle Identification
11 Number for his, her or its Settlement Class Vehicle; (c) states that the objector has
12 reviewed the Settlement Class definition and understands that he, she or it is a
13 Settlement Class Member; (d) explains the legal and factual bases for any objection;
14 and (e) provides copies of any documents the objector wants the Court to consider. In
15 addition, any Settlement Class Member objecting to the settlement shall provide a list
16 of all other objections submitted by the objector, or the objector's counsel, to any class
17 action settlements submitted in any court in the United States in the previous five
18 years. If the Settlement Class Member or his, her or its counsel has not objected to any
19 other class action settlement in the United States in the previous five years, he, she or
20 it shall affirmatively so state in the objection. Any Class Member who fails to object
21 in this manner shall be deemed to have waived the right to object and shall be barred
22 from raising their objection in this or any other proceeding.

23 14. Plaintiffs' and Honda's respective Replies, if any, to any Settlement
24 Class Members' comments or objections shall be filed by _____ [21 days after
25 the last day for Settlement Class Members to comment or object to the settlement].

26 15. A hearing will be held on _____, 2013 [at least 14 days after the due
27 date for Replies as stated in paragraph 14] at _____ [a.m./p.m.] in Courtroom _____
28

1 of this Courthouse before the undersigned, to consider (i) whether the proposed
2 settlement is fair, reasonable, and adequate and should be finally approved;
3 (ii) whether the Action should be dismissed with prejudice pursuant to the terms of the
4 Settlement Agreement; (iii) whether Class Members should be bound by the release in
5 the Settlement Agreement; (iv) the amount of Class Counsel Fees and Expenses to be
6 awarded; (v) the amount of any award to the Representative Plaintiffs; and (vi) any
7 other matter that may be relevant to the settlement (“Final Settlement Hearing”). The
8 foregoing date, time, and place of the Final Settlement Hearing shall be listed in the
9 Notice, but shall be subject to change by the Court without further notice to the Class
10 Members other than that which may be posted at the Court and on the Court’s
11 website. The Court reserves the right to approve the settlement at or after the Final
12 Settlement Hearing with such modifications as may be consented to by the Parties and
13 without further notice to the Class.

14 16. Any Class Member who wishes to be excluded from the settlement must
15 send Honda a letter postmarked by _____, 2013, [approximately 45 days after
16 the date of the mailing of Notice] that includes: (a) his, her or its name, current
17 address, and telephone number; (b) the approximate date of acquisition and Vehicle
18 Identification Number for his, her or its Settlement Class Vehicle; and (c) a clear
19 statement communicating that he, she or it elects to be excluded from the Settlement
20 Class, does not wish to be a Settlement Class Member and elects to be excluded from
21 any judgment entered pursuant to the settlement.

22 17. At least ten days before the Final Settlement Hearing, Honda’s Counsel
23 shall cause to be served and filed a sworn statement attesting to compliance with the
24 notice provisions in Section 8 of the Settlement Agreement.

25 18. The Settlement Agreement and any related negotiations, statements, or
26 proceedings shall not be construed or deemed evidence of an admission by any of the
27 Released Persons or any other person of any fault, liability, or wrongdoing as to any
28

1 facts or claims asserted in the Action, or that any person has suffered any damage
2 attributable in any manner to any of the Released Persons. The existence of the
3 Settlement Agreement, its contents, and any related negotiations, statements, or
4 proceedings shall not be offered or admitted into evidence or otherwise used by any
5 person for any purpose in the Action or otherwise, except as necessary to enforce or
6 obtain Court approval of the settlement. Notwithstanding the foregoing, any of the
7 Released Persons may file the Settlement Agreement, or any judgment or order of the
8 Court, in any other action that may be brought against them, to support any defenses
9 or counterclaims based on res judicata, collateral estoppel, release, or any other theory
10 of claim preclusion or issue preclusion, or similar defense or counterclaim.

11 19. The Court may, for good cause, extend any of the deadlines in this Order
12 without notice to members of the Settlement Class.

13 20. If the Settlement Agreement is terminated, the Settlement Agreement
14 shall be void, except as expressly provided in the Settlement Agreement.

15 21. If any deadline in this order falls on a non-business day, then the deadline
16 is extended until the next business day.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

20 Hon. Margaret M. Morrow
21 U.S. District Court Judge
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23
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EXHIBIT 5

B. Reimbursement for Tire Wear: If you replaced your tires due to uneven or rapid tire wear, you may submit a claim for reimbursement. Honda will reimburse you on a pro rata basis in accordance with the following chart:

Tire Reimbursement Schedule – Standard OEM Tires

Mileage	Tread Depth							
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	No tread depth info
0-3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501-6,500	100%	100%	100%	100%	50%	50%	0%	75%
6,501-9,500	100%	100%	100%	75%	50%	25%	0%	50%
9,501-12,500	75%	75%	75%	50%	25%	0%	0%	50%
12,501-15,500	75%	75%	75%	50%	25%	0%	0%	50%
15,501-18,750	50%	50%	50%	50%	25%	0%	0%	25%
18,751-21,750	25%	25%	25%	0%	0%	0%	0%	25%
21,751-25,000	25%	25%	25%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%



(% covered by Honda)



(not covered by Honda)

Tire Reimbursement Schedule – SI OEM Tires

Mileage	Tread Depth							
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more	No tread depth info
0-3,500	100%	100%	100%	100%	50%	50%	0%	100%
3,501-6,500	100%	100%	100%	100%	50%	25%	0%	75%
6,501-9,500	75%	75%	75%	50%	50%	0%	0%	50%
9,501-12,500	75%	75%	75%	50%	25%	0%	0%	25%
12,501-15,500	50%	50%	50%	25%	0%	0%	0%	25%
15,501-18,750	50%	25%	25%	25%	0%	0%	0%	0%
18,751-21,750	0%	0%	0%	0%	0%	0%	0%	0%
21,751-25,000	0%	0%	0%	0%	0%	0%	0%	0%
25,000 and over	0%	0%	0%	0%	0%	0%	0%	0%



(% covered by Honda)



(not covered by Honda)

To be eligible for reimbursement, you must provide proof of payment, provide proof of uneven or premature tire wear and submit a valid Claim Form before January 16, 2014.

EXHIBIT 6



Applies To: **2006–07 Civic 2-Door** – ALL Except Si and Honda Accessory HFP Package
Civic 4-Door – ALL Except Si

January 18, 2008

Uneven or Rapid Rear Tire Wear

SYMPTOM

The customer may complain of uneven or rapid rear tire wear, a roaring noise from the rear, or a vibration at highway speeds.

PROBABLE CAUSE

The combination of the tires and the rear suspension geometry may cause rapid uneven rear tire wear. Tires in an advanced stage of diagonal or inner edge wear may cause vibration and/or a bad bearing type noise. (See BACKGROUND section on page 3).

CORRECTIVE ACTION

Install a rear upper control arm kit, replace the tires that are worn down to the wear bars (2/32 in.) or below, and do a four-wheel alignment to the new specification.

PARTS INFORMATION

Rear Upper Control Arm Kit:

P/N 04523-SNA-A00, H/C 8820698

TIRE WARRANTY INFORMATION

For replacement tires, call the American Honda Tire Program through The Tire Rack at (877) 327-8473.

Tire Application Chart

OEM Tire, P/N, and H/C	Tire Size	Trim
Dunlop SP5000 P/N 42751-DUN-038 H/C 8285082	P195/65R15	4-Door DX, GX, Hybrid
Bridgestone Turanza EL 400 P/N 42751-BRI-090 H/C 8285108	P195/65R15	4-Door GX, Hybrid
Bridgestone Turanza EL 400 P/N 42751-BRI-089 H/C 8251878	P205/55R16	2-Door LX, EX, 4-Door LX, EX
Goodyear Eagle RSA P/N 42751-GYR-036 H/C 8270498	P205/55R16	4-Door LX, EX

Tire Depth vs. Mileage Chart

Miles	Tread Depth						
	0/32"	1/32"	2/32"	3/32"	4/32"	5/32"	6/32" or more
0-3,500	100%	100%	100%	75%	50%	50%	0%
3,501-6,500	100%	100%	100%	75%	50%	50%	0%
6,501-9,500	100%	100%	100%	75%	50%	25%	0%
9,501-12,500	75%	75%	75%	50%	50%	0%	0%
12,501-15,500	75%	75%	75%	50%	25%	0%	0%
15,501-18,750	50%	50%	50%	50%	25%	0%	0%
18,751-21,750	25%	25%	25%	0%	0%	0%	0%
21,751-25,000	25%	25%	25%	0%	0%	0%	0%
over 25,000	0%	0%	0%	0%	0%	0%	0%

Abnormal Wear (REPLACE)
 Normal Wear

To qualify for tire replacement:

- The tires must have been properly maintained (correct inflation and balancing).
- Tires must not show signs of abuse (racing or physical damage). Abused tires are not covered by this service bulletin.
- Tires must show signs of diagonal or inner edge wear and fall within the abnormal wear range, based on tread depth measured and mileage shown on the chart above.
- You *must* use the same brand and size tire as originally OEM equipped from The Tire Rack.

To claim the installation of replacement tires, do this:

- List the tire expense in the first sublet field on the warranty claim form. Use *sublet code T3 (sublet tire purchase)*.
- You are eligible for a \$20 per tire reimbursement for handling. This \$20 handling fee should cover any state-required recycling fees plus an additional profit margin. List this dollar amount in the second sublet field on the warranty claim form. Use *sublet code T4 (sublet tire purchase handling reimbursement)*.



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.

WARRANTY CLAIM INFORMATION

In warranty: The normal warranty applies.

OP#	Description	FRT
4191B6	Install rear upper control arm kit.	0.5
421112	Mount, balance and install two tires.	0.8
421114	Mount, balance and install four tires.	1.6
416321	Do a four-wheel alignment.	1.2

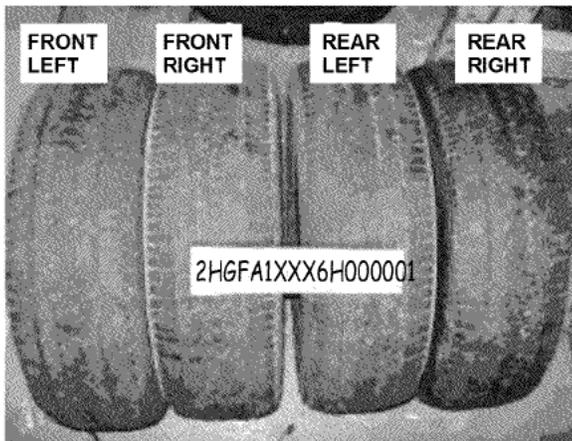
Failed Part: P/N 04523-SNA-A000
 H/C 8820698
 Defect Code: 00504
 Symptom Code: 04217
 Skill Level: Repair Technician

Out of warranty: Any repair performed after warranty expiration may be eligible for goodwill consideration by the District Parts and Service Manager or your Zone Office. You must request consideration, and get a decision, before starting work.

NOTE: Claims made for tire replacment for wear caused by this condition require three photographs of the tires, all attached to the repair order. If these photos are not available upon request or fail to meet the guidelines in this service bulletin, the dealer will be debited the full claim amount.

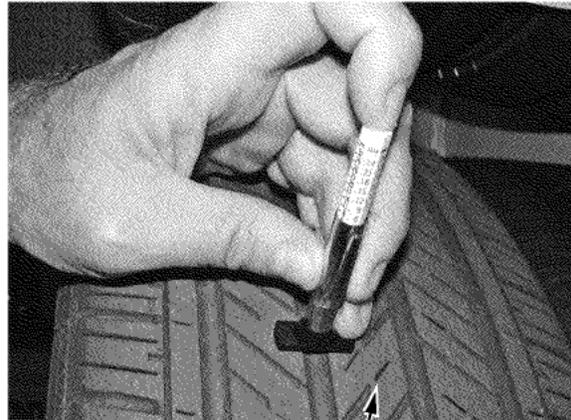
Photo #1:

Arrange the tires together, and take a photo showing the tread surface of all replaced tires and the VIN of the vehicle. (If only two tires are replaced, photograph only those two tires.)



#2:

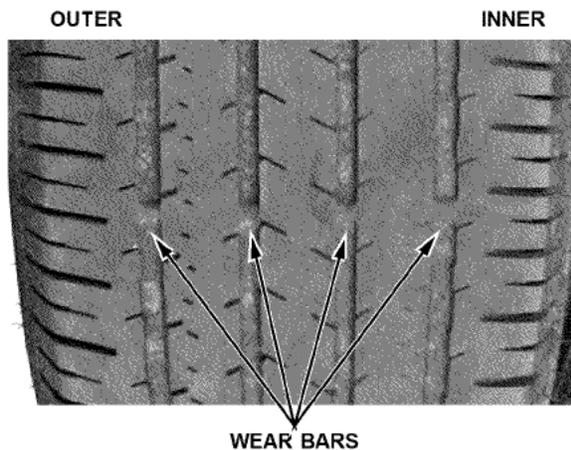
Set the camera to macro mode (close-up), and select the tire with the most tread wear. Measure the tread depth of the tire at one of the grooves closest to the middle of the tire, and take a photo of the gauge in the tire clearly showing the remaining tread depth. If the inner edge of the tire is bald or flat spotted, yet the tread in the center of the tire is good, make sure the photo clearly shows that the tire is past its useable life.



MIDDLE OF THE TIRE

Photo #3:

Select the tire with the most tread wear, and take a photo of the tread surface showing the tread wear bars.

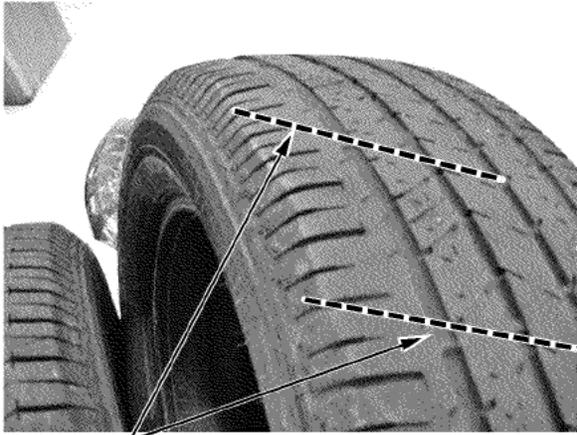
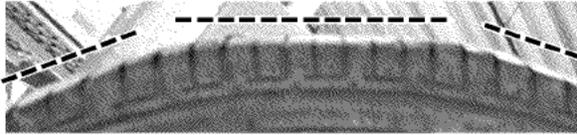


BACKGROUND

Uneven or rapid tire wear caused by a combination of tire construction and suspension geometry exhibits one of the following wear patterns:

Diagonal Wear Lines

The tire is no longer circular. There are high and low spots on the tire, worn in a diagonal pattern across the tire.



The tread is worn diagonally across the tire.

Inner Edge Tread Wear

The tread on the inner edge of the tire is worn more than the tread on the outer edge.

OUTER

INNER



OUTER

INNER



#3405

DIAGNOSIS

1. Make sure the vehicle's suspension is not modified, and that it has the correct wheels and tires. (See the Tire Application Chart on page 1 for the correct tires).

Are the tires and wheels the correct type?

Yes - Go to step 2.

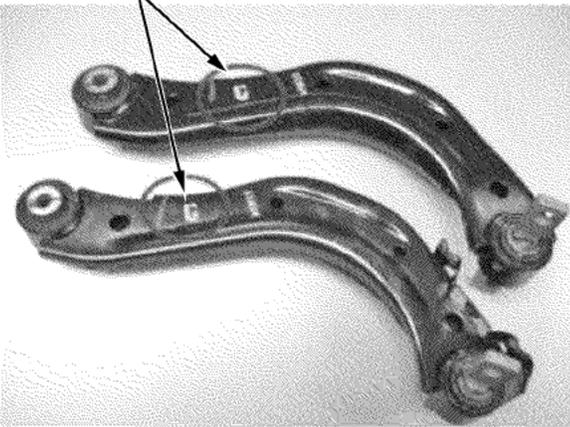
No - Disregard this service bulletin, and continue with normal troubleshooting (accident damage, alignment, tire pressures, etc.).

2. Inspect the rear upper control arms.

Do the arms have the letter "C" painted on them?

Yes - This vehicle already has the revised rear upper control arms. Disregard this service bulletin, and continue with normal troubleshooting (accident damage, driving habits, alignment, tire pressures, etc.).

No - Go to step 3.

THE LETTER "C"

3. Inspect the tires.

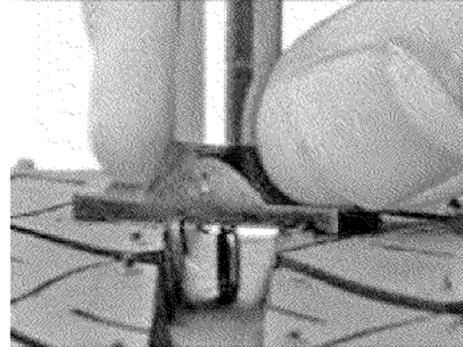
Do the tires show diagonal or inner edge wear?

Yes - Go to REPAIR PROCEDURE.

No - The wear is not camber related, disregard this service bulletin and continue with normal troubleshooting (accident damage, driving habits, alignment, tire pressures, etc.).

REPAIR PROCEDURE

1. Install a rear upper control arm kit:
 - Refer to page 18-39 of the *2006–2008 Civic Service Manual, Volume 2*, or
 - Online, enter keyword **UPPER**, then select **Rear Upper Arm Removal/Installation** from the list.
2. Measure and record the tread depth of the tires using a tread depth gauge. Tread depth is measured at one of the grooves closest to the middle of the tire, from the top of the tread blocks to the bottom of the groove (not to the wear bars). If the inner edge of the tire is worn to the point where it is heavily flat spotted or bald, use a value of 2/32" in place of the actual tread depth.



3. To determine how many tires require replacement, use the Tread Depth vs. Mileage Chart on page 1. The chart also lists the percentage that American Honda pays.
 - If three or four tires have abnormal wear: mount, balance, and install four new tires.
 - If one or two tires have abnormal wear, mount, balance, and install two new tires on the rear of the vehicle.
4. Set the tire pressures to the specifications on the driver's doorjamb (B-pillar) label.
5. Do a four-wheel alignment using the new rear camber specification below:

Rear camber: - 0 degrees 45' +/- 45'

Rear toe: 2 mm (+2mm/-1mm)

EXHIBIT E

Richard Clyde Shannon #3407
August 11, 2011

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

DAVID KEEGAN, LUIS GARCIA,)	
ERIC ELLIS, CHARLES WRIGHT,)	
BETTY KOLSTAD, CAROL HINKLE)	
AND JONATHAN ZDEB,)	
individually, and on behalf)	
of a class of similarly)	No. 2:10-CV-09508-MMM-AJW
situated individuals,)	
)	VOLUME I
Plaintiffs,)	
)	Pages 1 to 144
v.)	
)	
AMERICAN HONDA MOTOR CO.,)	
INC.,)	
)	
Defendants.)	
)	

30(b)(6) DEPOSITION OF AMERICAN HONDA
MOTOR CO., INC., THROUGH ITS CORPORATE
REPRESENTATIVE, RICHARD CLYDE SHANNON

AUGUST 11, 2011

9:46 A.M.

Reported By:

Lindsay Pinkham, CSR 3716, CRR

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1 the reasoning of it.
 2 A Maybe we -- we can get somebody from the tire
 3 industry in, if you need more information on that.
 4 Q Okay.
 5 MR. JOHNSON: Why don't we take a couple
 6 minutes.
 7 MR. FEIN: Okay.
 8 THE VIDEOGRAPHER: The time is 2:36 p.m. We
 9 are going off the record.
 10 (Recess)
 11 THE VIDEOGRAPHER: The time is 2:46 p.m. We
 12 are back on the record.
 13 Q BY MR. FEIN: Are you an engineer?
 14 A No.
 15 Q And you are manager of the service engineering
 16 group?
 17 A Correct, yes.
 18 Q So you have engineers working under you?
 19 A Yes, I do.
 20 Q And who is your boss?
 21 A Michael Burke.
 22 Q What's his title?
 23 A Senior manager of technical operations.
 24 Q And who is his boss?
 25 A His boss is Shirahiro Taguchi.

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1 Q And she's in Torrance as well?
 2 A Correct, yes.
 3 Q What were Pam's tasks that ended up resulting
 4 in the TSB?
 5 MR. JOHNSON: Object to the form.
 6 THE WITNESS: Pam was originally assigned the
 7 investigation, so back in, I believe, April of '06, was
 8 responsible for the theme-up and then working with the
 9 factories, CSO Japan, to come up with ultimately what
 10 the root cause was. And then Pam was also tasked with
 11 putting together this TSB, the draft of this TSB.
 12 Q BY MR. FEIN: And she did that under your
 13 supervision?
 14 A Correct, yes.
 15 Q Do you have any engineering expertise?
 16 A No formal education, but yes, I do have, I
 17 believe, earlier when I was telling you the background,
 18 I was actually the model engineer responsible for the
 19 MDX and TL. So it's a title, but I don't have the
 20 formal engineering degree for that.
 21 Q So sort of picked up the expertise on the job?
 22 A Yeah.
 23 Q Do you know how much the almost 50,000 repairs
 24 that were done under this TSB, how much that cost Honda?
 25 A Yeah, just recently saw that, it was like \$15.1

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1 Q What's his title?
 2 A Vice-president of technical operations.
 3 Q Where is his office?
 4 A In Torrance.
 5 Q And who is his boss?
 6 A James Roach.
 7 Q What's his title?
 8 A Senior vice-president of parts and service.
 9 Q Where is he located?
 10 A Torrance as well.
 11 Q And who is his boss?
 12 A Sorry. His last name is Iwamura. It's our
 13 president of American Honda Motor Company.
 14 Q Where is he located?
 15 A In Torrance as well.
 16 Q And how many engineers are on your team?
 17 A I have ten engineers.
 18 Q Were any of the ten engineers tasked
 19 specifically to head up this project that resulted in
 20 this TSB we've been talking about today?
 21 A Yes.
 22 Q Who is that?
 23 A Pam Hernandez.
 24 Q What's the last name?
 25 A Hernandez.

Page 128

1 million.
 2 Q And do you know how much Honda spent before
 3 this TSB was issued doing warranty repairs?
 4 A Just like that, the other number I don't have.
 5 Q Did the Civic have any other TSBs issued on it?
 6 A For?
 7 Q The Civics we're talking about here today?
 8 A We normally, depending on what's going on, but
 9 throughout the whole vehicle, there will be other TSBs.
 10 So if I had to guess, probably five or ten, but I'm
 11 sorry, that's not a -- but yes, there are other TSBs for
 12 other occurrences that led up to needing a TSB.
 13 Q Do you know, was this the major TSB for this
 14 vehicle, the most serious one?
 15 MR. JOHNSON: Object to the form.
 16 THE WITNESS: I'd really have to look at all
 17 the TSBs to determine -- the term "major" is kind of
 18 discretionary.
 19 Q BY MR. FEIN: In order to qualify for the
 20 replacement in this TSB, it states that tires must have
 21 been properly maintained, correct inflation and
 22 balancing. Do you know how Honda dealers were able to
 23 ascertain whether that was true or not?
 24 A Usually it's just the visual inspection of the
 25 tires. If it was underinflated, then you'd have both

EXHIBIT 2

1 Matthew R. Mendelsohn (*pro hac vice*)
2 email: mmendelsohn@mskf.net
3 **MAZIE SLATER KATZ & FREEMAN, LLC**
4 103 Eisenhower Parkway
5 Roseland, New Jersey 07068
6 Telephone: (973) 228-9898
7 Facsimile: (973) 228-0303

8 *Attorneys for Plaintiffs and*
9 *the Putative Class*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

12 DAVID J. KEEGAN, LUIS GARCIA,
13 ERIC ELLIS, CHARLES WRIGHT,
14 BETTY KOLSTAD, CAROL HINKLE,
15 SHAWN PHILLIPS & BENITTIA
16 HALL, individually, and on behalf of a
17 class of similarly situated individuals,

18 Plaintiffs,

19 v.

20 AMERICAN HONDA MOTOR CO.,
21 INC.,
22 Defendant.

Case No.: 2:10-cv-09508-MMM-AJW

**DECLARATION OF MATTHEW R.
MENDELSON IN SUPPORT OF
AWARD OF ATTORNEY’S FEES
AND REIMBURSEMENT OF
EXPENSES**

23 MATTHEW R. MENDELSON, of full age, declares as follows:

24 1. I am a partner with the firm Mazie Slater Katz & Freeman, LLC, 103
25 Eisenhower Parkway, Roseland, New Jersey, 07068 (“Mazie Slater”) and am one
26 of the attorneys of record in the above-captioned matter, and thus am fully familiar
27 with the facts set forth herein. I submit this declaration in support of the
28 application for an award of attorneys’ fees and reimbursement of expenses in
connection with services rendered in the course of the litigation.

2. Mazie Slater is one of the most highly regarded trial law firms in
New Jersey, based on the results achieved and the diverse scope of cases that we

1 handle. For instance, Mazie Slater has won the largest personal injury verdict in
2 New Jersey history, the largest liquor liability verdict in the nation's history, the
3 largest settlement in a product liability case in New Jersey history, in addition to
4 countless other record-setting verdicts and settlements. In 2013, Mazie Slater was
5 named "Litigation Department of the Year" by the New Jersey Law Journal.
6 Additionally, our lawyers have been listed in "Best Lawyers in America," "New
7 Jersey Superlawyers," and "Lawdragon 500."

8 3. In addition to our trial work, Mazie Slater is also heavily involved in
9 class actions and mass torts throughout the country. Mazie Slater has been appointed
10 Class Counsel or Liaison Counsel in various matters, including:

- 11 • In re Nissan Radiator/Transmission Cooler Litigation, (S.D.N.Y. 10-cv-7493-VLB)(nationwide class action settlement on behalf
12 of more than 800,000 class members relating to defects in the
13 radiator which caused catastrophic transmission failure);
- 14 • Aarons v. BMW of North America, LLC, (C.D. Cal. 2:11-cv-
15 7667-PSG-CW)(nationwide class action settlement involving
16 transmission failure in certain Mini Cooper vehicles);
- 17 • Alin v. American Honda Motor Co., Inc., (D.N.J. 2:08-cv-
18 04825)(nationwide class action settlement on behalf of hundreds
19 of thousands of Honda vehicle owners alleging defects in their
20 vehicles air-conditioning systems);
- 21 • Dewey v. Volkswagen, (D.N.J. 2:07-CV-2249-FSH-PS)
22 (comprehensive class action settlement involving 3 million vehicles
23 owned or leased by approximately 5.5 million Class Members over
24 the course of 12 years, providing a unique set of monetary and non-
25 monetary benefits);
- 26 • Neale v. Volvo Cars of North America, (D.N.J. No. 2:10-cv-
27 04407-DMC-JAD)(Nationwide class action brought on behalf of
28 hundreds of thousands of vehicle owners regarding defects in
Volvo vehicles that result in water damage);
- In re Pelvic Mesh Litigation/Gynecare (Superior Court of New
Jersey, Case No. 291) (firm has been appointed Co-Liaison Counsel

1 in “mass tort” involving injuries to women that have had pelvic
2 mesh implanted).

- 3 • Sutter, M.D. v. Horizon, (Docket No. ESX-L-3685-02) (60,000
4 physician class);
- 5 • Kirsch, D.D.S. v. Horizon, (Docket No. ESX-L-4216-05) (20,000
6 dental provider class);
- 7 • Kirsch, D.D.S. v. Horizon, (Docket No. ESX-L-109-08) (8,000
8 dental provider class);
- 9 • Sutter, M.D. v. Oxford Health Plans (American Arbitration
10 Association Case No. 18 193 20593 02) (20,000 physician class);
- 11 • Kampf v. Comcast, (Docket No.: ESX-L-9194-97) (class certified
12 and settlement approved in case involving a class of approximately
13 60,000 Comcast subscribers who challenged a change in the cable
14 services);
- 15 • Bartz Michalski Trust, et al. v. Mark D. Fishman, et al., (N.D.Al.,
16 Civil Action No.: 98-02407) (co-lead counsel in class action
17 involving allegations of fraud, negligence and securities violations
18 in a private offering of stock);
- 19 • In Re International Nesmont Securities Litigation Lorraine
20 Derensis, et al. v. Coopers & Lybrand Chartered Accountants, et al.,
21 Docket No. 94:4202 (WGB) (represented an intervenor in a
22 securities class action in connection with the settlement and related
23 issues);

24 4. With respect to the standing of counsel in this case, attached hereto as
25 **Exhibit “A”** is a brief biography of my firm and the attorneys working on this
26 matter.

27 5. As co-lead class counsel for the Plaintiffs, Mazie Slater was involved
28 in all aspects of this litigation from the pre-suit investigation through eventual
settlement.

1 6. Mazie Slater incurred a total of 1,169.80 hours from the inception of
 2 the Litigation through August 30, 2013. The hourly rates and lodestar of the
 3 attorneys from my firm who participated in the Litigation are as follows:

Name	Status	Current Hourly Rate	Cumulative Hours	Cumulative Lodestar
David A. Mazie	Partner	\$825.00	55.4	\$45,705.00
Eric D. Katz	Partner	\$675.00	82.3	\$55,552.50
Matthew R. Mendelsohn	Partner	\$525.00	1000.6	\$525,315.00
Cheryll Calderon	Associate	\$325.00	9.0	\$2,925.00
John Gagnon	Associate	\$325.00	22.5	\$7,312.50
TOTALS			1169.80	\$636,810.00

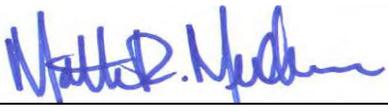
11 These hourly rates are consistent with the rates charged by attorneys in the New
 12 York metropolitan area with similar experience and expertise. Moreover, these
 13 rates and/or similar rates have been previously approved by multiple courts. See
 14 e.g. In re Nissan Radiator/Transmission Cooler Litigation, 2013 WL 4080946
 15 (S.D.N.Y. May 30, 2013)(the Honorable Vincent Bricetti, U.S.D.J. held that “the
 16 hourly rates charged by Mazie Slater Katz & Freeman, LLC ranged from \$795
 17 (partner) to \$325 (associate), with the bulk of the work being handled by a partner
 18 who charged \$525 per hour. Accordingly, a lodestar cross check confirms the
 19 reasonableness of the requested fee.”); Alin v. American Honda Motor Co., Inc.,
 20 2012 WL 8751045 (D.N.J. April 13, 2012)(the Honorable Katherine S. Hayden,
 21 U.S.D.J. held that “the rates applicable to each attorney who worked on this case,
 22 which range from \$275 per hour to \$795 per hour” were “reasonable billing rates”
 23 and approved counsel’s fee request.)

24 7. The total lodestar for work performed by counsel and paralegals in
 25 my firm equals \$636,810.00. This information was prepared from
 26 contemporaneous time records regularly maintained by my firm, recorded in one-
 27 tenth of an hour increments. Plaintiffs’ counsel divided the work performed in
 28

1 this case into 13 distinct categories and a detailed description of each category is
2 attached as **Exhibit "B."** Using the contemporaneous time records, my staff then
3 assigned each individual time entry to the most applicable time category. A
4 spreadsheet summary of each timekeeper's hours for each category, as well as
5 Mazie Slater's cumulative hours and lodestar, is attached as **Exhibit "C."**

6 8. Mazie Slater incurred a total of \$32,709.50 in unreimbursed
7 expenses, plus funds that were paid into a litigation fund in order to pay for expert
8 witness fees, testing, and related expenses. The funds paid to the litigation fund --
9 an additional \$47,559.22 -- are not accounted for in this declaration or the attached
10 chart, and are being accounted for separately in the declaration of Michael
11 Caddell. A chart detailing Mazie Slater's costs, not including the funds paid into
12 the litigation fund, is attached to this declaration as **Exhibit "D."** The expenses
13 incurred pertaining to this case are reflected in the books and records of my firm.
14 These books and records are prepared from expense vouchers and check records
15 prepared in the normal course of business, and are an accurate record of the
16 expenses incurred.

17 I declare under penalty of perjury that the foregoing is true and correct. I am
18 aware that if any of the foregoing statements made by me are willfully false, I am
19 subject to punishment.

20
21 By: 
22 MATTHEW R. MENDELSON

23 Dated: September 8, 2013
24
25
26
27
28

EXHIBIT A

MAZIE SLATER KATZ & FREEMAN LLC

ATTORNEYS AT LAW

103 Eisenhower Parkway, Roseland, NJ, 07068 • P: (973) 228-9898 • F: (973) 228-0303

FIRM RESUME 2013

THE FIRM

Mazie Slater is one of the most highly regarded trial law firms in New Jersey, based on the results achieved and the diverse scope of cases that we handle. Unlike most trial firms, our practice is not limited to a particular niche or subset of civil litigation, and this versatility sharply increases our capabilities. Our practice spans the fields of class action litigation, commercial litigation, insurance coverage litigation, professional malpractice, product liability, and personal injury. Perhaps most important, we have earned a reputation as trial lawyers who will take complex, expensive cases to trial and achieve large verdicts. The following are some of the settlements and verdicts we achieved:

Verni v. Aramark: \$135 million liquor liability verdict against Aramark, which is the largest personal injury verdict in New Jersey history. The Appellate Division subsequently reversed the verdict and the case was thereafter settled for \$26 million.

Dewey v. Volkswagen of America, Inc.: \$80 million class action settlement relating to water ingress caused by defects in over 3 million Volkswagen and Audi vehicles.

Alin v. American Honda Motor Co., Inc.: \$40 million recovery on behalf of Honda and Acura vehicle owners regarding air conditioning system defects,

Sutter v. Horizon Blue Cross Blue Shield of New Jersey: \$36 million to \$55 million class action settlement on behalf of more than 20,000 New Jersey Physicians relating to improper claims handling practices by Horizon.

Confidential: \$33.9 million product liability settlement on behalf of worker injured by a defective product in the workplace. This is the largest product liability settlement in New Jersey history.

Morgan v. Newark Beth Israel Hospital: \$18.5 million verdict for wrongful birth.

Confidential: \$15.75 million audit malpractice settlement. This case involved allegations that malpractice by an accounting firm resulted in erroneous financial statements, which allegedly allowed an insolvent company to continue in business. The case settled for \$15.75 million, which brought the total recovery by our law firm in litigation relating to the insolvent company to \$25 million.

New Jersey Eye Center Coverage Litigation: \$15.3 million verdict against insurance company. This was a case in which an insurance carrier declined to pay multiple settlements against a single eye surgeon. Following a two week trial, the trial judge ruled that the insurance carrier, Princeton Insurance Company, had to pay the settlements.

Cohen v. Benzel-Busch Motor Car Corp.: \$14.7 million settlement in a case where the plaintiff suffered Complex Regional Pain Syndrome (sometimes referred to as RSD).

Keller v. Flugrad: \$12 million jury verdict for dental malpractice and wrongful death. This case involved medical malpractice committed by an oral surgeon whose negligence resulted in the death of a 21-year old man within 12 hours after having his wisdom teeth removed. It is believed that this is the largest oral surgery malpractice verdict in New Jersey and one of the largest in the U.S. history.

Gross v. Ethicon, Inc.: \$11.1 million jury verdict against Johnson & Johnson in the first pelvic mesh trial in the United States. On February 25, 2013, a New Jersey jury awarded our client, a 47-year old nurse, \$3.35 million in damages against Johnson & Johnson in the first of 1800 mesh lawsuits to go to trial in New Jersey. On February 27, 2013, the jury awarded an additional \$7.75 million in punitive damages, bringing the total verdict to \$11.1 million.

Blake v. City of New York: \$10 million jury verdict for failure to provide police protection. Action brought on behalf of a young child who was severely burned by a Molotov Cocktail explosive device that was thrown into the bedroom of his family's apartment by an unapprehended perpetrator. The jury awarded \$10 million in compensatory and punitive damages, which award was reduced by the trial judge to \$2.4 million and affirmed on appeal.

Furey v. Jennis: \$9.7 million verdict for medical malpractice. This was a case on behalf of a man who suffered a severe pelvic injury while donating bone marrow. The verdict was later reduced by the trial judge to \$1.4 million, based on the judge's finding that the jury award was so high that it shocked the judicial conscience. The case then settled for an undisclosed amount.

Confidential: \$7.8 million settlement of a product liability lawsuit involving a defective ride at an amusement park which resulted in the deaths of two persons. The case involved claims that the ride was improperly designed and manufactured, which resulted in our two clients being ejected from it. The case settled for the sum of \$7.8 million

Homestate v. Milliman: \$7.25 million settlement for professional malpractice involving claims against actuaries of an insolvent insurance company. The case involved claims brought by the New Jersey Banking & Insurance Department on behalf of an insolvent New Jersey insurance company against the company's outside actuaries.

Floyd & Zapata v. City of Newark: \$6.28 million in settlements resulting from the death of two individuals who drowned when their vehicles entered the Passaic River due to a dangerous road condition.

Poplawski v. Phipps: \$6 million settlement for woman struck by school bus. As a result of her injuries she must use a cane to walk any significant distance.

L.A. v. D.Y.F.S.: \$5.3 million settlement after verdict in favor of a minor child who suffered extensive physical and psychological abuse while in DYFS's custody.

Confidential: \$5 million settlement for wrongful death resulting from automobile accident. This was a case involving an automobile accident in which a child was killed in front of her family. The case settled prior to trial for the sum of \$5 million. The identities of the parties and the specifics of the claims are confidential pursuant to the settlement agreement.

In addition, Mazie Slater has been appointed Class Counsel and Liaison Counsel in various matters, including: In re Nissan Radiator/Transmission Cooler Litigation, (S.D.N.Y. 10-cv-7493-VLB)(nationwide class action settlement on behalf of more than 800,000 class members relating to defects in the radiator which caused catastrophic transmission failure); Aarons v. BMW of North America, LLC, (C.D. Cal. 2:11-cv-7667-PSG-CW)(nationwide class action settlement involving transmission failure in certain Mini Cooper vehicles); Keegan v. American Honda Motor Co., Inc., (C.D. Cal. 2:10-cv-09508-MMM-AJW)(certification of a multi-state class of Honda owners and lessees regarding alleged suspension defect causing irregular and premature tire wear; Dewey v. Volkswagen, (D.N.J. 07-CV-2249-FSH-PS) (comprehensive automotive class action settlement involving 3 million vehicles owned or leased by approximately 5.5 million Class Members over the course of 12 years, providing a unique set of monetary and non-monetary benefits); Alin v. American Honda Motor Co., Inc., (D.N.J. 2:08-cv-04825)(nationwide class action settlement on behalf of hundreds of thousands of Honda vehicle owners alleging defects in their vehicles air-conditioning systems); Neale v. Volvo Cars of North America, (D.N.J. No. 2:10-cv-04407-DMC-JAD) (certification of multi-state class action brought on behalf of hundreds of

thousands of vehicle owners regarding defects in Volvo vehicles that result in water damage); Sutter, M.D. v. Horizon, (Docket No. ESX-L-3685-02) (60,000 physician class); Kirsch, D.D.S. v. Horizon, (Docket No. ESX-L-4216-05) (20,000 dental provider class); Kirsch, D.D.S. v. Horizon, (Docket No. ESX-L-109-08) (8,000 dental provider class); Sutter, M.D. v. Oxford Health Plans (American Arbitration Association Case No. 18 193 20593 02) (20,000 physician class); Kampf v. Comcast, (Docket No.: ESX-L-9194-97) (class certified and settlement approved in case involving a class of approximately 60,000 Comcast subscribers who challenged a change in their cable services); Bartz Michalski Trust, et al. v. Mark D. Fishman, et al., (N.D.Al., Civil Action No.: 98-02407) (co-lead counsel in class action involving allegations of fraud, negligence and securities violations in a private offering of stock); In Re International Nesmont Securities Litigation Lorraine Derensis, et al. v. Coopers & Lybrand Chartered Accountants, et al., Docket No. 94-4202 (WGB) (represented an intervenor in a securities class action in connection with the settlement and related issues). We are also co-liaison counsel in an ongoing mass tort proceeding in New Jersey Superior Court, In re Pelvic Mesh Litigation/Gynecare (Case No. 291) (“mass tort” involving injuries to women that have had pelvic mesh medical devices surgically implanted).

MSKF ATTORNEYS

PARTNERS

David A. Mazie graduated from Rutgers University in 1983, and George Washington University School of Law in 1986. He was admitted to the bars of State of New Jersey and District of New Jersey in 1986. Mr. Mazie focuses his practice on complex civil litigation, including personal injury, medical malpractice, product liability, commercial litigation, and class actions. He has been a certified civil trial attorney since 1996, and has obtained approximately 40 jury verdicts and settlements exceeding \$1 million, including the landmark \$135 million liquor liability verdict against Aramark, which is the largest personal injury verdict in New Jersey history. The Appellate Division subsequently reversed the jury's verdict and the case was thereafter settled for \$26 million. Over the last few years, Mr. Mazie has obtained an \$33.9 million product liability settlement, a \$18.5 million wrongful birth jury verdict, a \$15.75 million audit malpractice settlement, a \$12 million wrongful death jury verdict, a \$11.1 million "mass tort" verdict, a \$7.25 million actuarial malpractice settlement, and a multi-million dollar Lasik malpractice settlement which is believed to be the largest Lasik malpractice recovery in New Jersey history. He also tried -- and successfully settled -- the case of Ravin Sarasohn v. Lowenstein Sandler involving unfair competition between competing law firms. In addition to the representation of private clients, over the past twenty-four years he has represented the New Jersey Commissioner of Banking and Insurance as liquidator of several failed insurance companies, handling numerous multi-million dollar commercial litigations on the Commissioner's behalf. He also has numerous reported decisions, many of which have changed the law: Ravin, Sarasohn v. Lowenstein Sandler, 365 N.J. Super. 241 (App. Div. 2003); Taglieri

v. Moss, 367 N.J. Super. 184 (App. Div. 2004); Reynolds v. Guard Dogs Unlimited, Inc. 325 N.J. Super. 298 (App. Div. 1999); Nubenco Enterprises, Inc. v. Inversiones Barberena, S.A., 963 F.Supp. 353 (D.N.J. 1997); Integrity Insurance Co. v. Teitelbaum, 245 N.J. Super. 133 (Law Div. 1990); In re Integrity Insurance Company, 193 N.J. 86 (2007); Resolution Trust Corp. v. Edie, 1994 WL 744672 (D.N.J. Oct. 4, 1994); Resolution Trust Corp. v. Castellett, 1994 WL 411809 (D.N.J. Aug. 2, 1994); Resolution Trust Corp. v. Castellett, 1993 WL 719763 (D.N.J., May 25, 1993); Ladner v. Mercedes-Benz of North America, Inc. 266 N.J. Super. 481 (App. Div. 1993); Home State Insurance Co. v. Continental Insurance Co., 313 N.J. Super. 584 (App. Div. 1998); Home State Insurance Co. v. Continental Insurance Co., 158 N.J. 104 (1999); In re Phenylpropanolamine (PPA), 2003 WL 22417238 (N.J. Super., July. 21, 2003); Fillebrown v. Steelcase, Inc., 63 Fed Appx. 54, 2003 WL 1191162 (3d Cir. 2003); Verni v. Harry M. Stevens, et al, 387 N.J. Super. 160 (App. Div. 2006); Liss v. Federal Insurance Co., 2006 WL 2844468 (App. Div. 2006); Clark v. University Hospital/UMDNJ 390 N.J. Super 108 (App. Div. 2006); New Jersey Eye Center v. Princeton Ins. Co., 394 N.J. Super. 557 (App. Div. 2007); Verni v. Lanzaro, 404 N.J. Super. 16 (App. Div. 2008); Liss v. Federal Ins. Co., 2009 WL 231992 (App. Div. 2009); Beye v. Horizon Blue Cross Blue Shield, 2008 WL 3064757 (D.N.J. 2008); Beye v. Horizon Blue Cross Blue Shield, 558 F. Supp. 2d 556 (D.N.J. 2008); Alin v. American Honda Motor Co., Inc., 2010 WL 1372308 (D.N.J. March 31, 2010). Mr. Mazie has been named to the Best Lawyers in America numerous times, and one of the top 500 lawyers in America by Law Dragon. Mr. Mazie has personally received the most votes of any New Jersey trial attorney in the 2005, 2006 and 2007 Super Lawyers rankings, and has been ranked in the top ten every year since 2009. In 2005, the New Jersey Law Journal named Mr. Mazie “Lawyer of the Year.”

Adam M. Slater is a partner and senior trial lawyer at Mazie Slater. Mr. Slater's practice is focused on complex civil litigation, product liability, medical malpractice, personal injury, consumer litigation, and class action law. Mr. Slater is a 1989 graduate of Tulane University and a 1993 graduate of Boston University School of Law. Mr. Slater was admitted to the bars of the State of New Jersey and District of New Jersey in 1994. He is also admitted in the State of New York, the District of Columbia, the State of Colorado, and the Third Circuit Court of Appeals, and has been admitted pro hac vice in federal and state courts of other jurisdictions. Mr. Slater was certified as a civil trial attorney by the New Jersey Supreme Court in 2000, only six years after admission to the bar, and has been recertified. Mr. Slater lectures frequently on trial practice for New Jersey ICLE including seminars titled: Trying Cases: Proven Tactics & New Strategies for Success, Trying the Breast Cancer Case, Winning the Big Verdict, Trying Your Case the Right Way, and Not Just Another Discovery Seminar. He has been named to the Best Lawyers in America and as a Top 100 "Super Lawyer" in the State of New Jersey. He also has numerous published opinions, including but not limited to Liguori v. Elmann, 191 N.J. 527 (2007); New Jersey Eye Center, P.A. v. Princeton Ins. Co., 394 N.J. Super. 557 (App. Div. 2007); Baldassano v. High Point Insurance Company, 396 N.J. Super. 448 (App. Div. 2007); La v. Hayducka, 269 F.Supp. 2d 566 (D.N.J. 2003); In re Glatstian, 215 B.R. 495 (Bankr. D.N.J. 1997); Meth v. Gorfine, 34 A.D. 3d 267 (N.Y.A.D. 1st Dept. 2006), Dewey v. Volkswagen, AG., 558 F.Supp. 2d 505 (D.N.J. 2008); Dewey v. Volkswagen, AG., --- F.Supp. 2d --- (D.N.J. 2010). Over his career, Mr. Slater has obtained numerous verdicts and settlements in excess of one million dollars, with many in the multi-millions, including a \$69 Million class action settlement in Dewey v. Volkswagen. In addition, Mr. Slater has also appointed as Co-Liaison Counsel in In re Pelvic Mesh Litigation/Gynecare.

Eric D. Katz is a partner at Mazie Slater. Mr. Katz is a 1988 graduate of Polytechnic University of New York and a 1991 graduate of Pace Law School and was admitted to the bar of the State of New Jersey and the District of New Jersey in 1991. Mr. Katz is a certified civil trial attorney, and concentrates his practice in managed care, class action, product liability, ERISA, and medical provider law. In 2013, Mr. Katz successfully argued on behalf of the Respondent, John Ivan Sutter, M.D. in the Supreme Court of the United States in the matter of Oxford Health Plans v. Sutter, 133 S. Ct. 2064 (2013), in which the Supreme Court in an unanimous decision affirmed the Third Circuit upholding an arbitrator's award that 20,000 New Jersey physicians may arbitrate their claims payment disputes on a class-wide basis against Oxford Health Plans. Mr. Katz has been appointed class counsel in several class actions, and has been voted a New Jersey Super Lawyer annually since 2007 in the area of class action law. In addition to his complex litigation and class action experience, Mr. Katz is a recognized published authority in this state on the subjects of product liability and toxic tort law, having co-written with Hon. William A. Dreier, P.J.A.D. (Ret.) and Hon. John E. Keefe, P.J.A.D. (Ret.), the most-widely cited treatise on these areas of the law entitled New Jersey Products Liability and Toxic Tort Law (published annually by Gann Law Books). Since its initial printing, the treatise was adopted by the Administrative Office of the Courts as a bench book on product liability and, for a number of years, was distributed to the entire state judiciary on an annual basis. To date, the treatise has been cited on twenty (20) or more occasions in published opinions. In addition to his Supreme Court decision, Mr. Katz has several other reported decisions, for example Sutter v. Oxford Health Plans, 675 F.3d 215 (3d Cir. 2013, aff'd 133 S. Ct. 2064 (2013)); Kaufman v. Allstate Ins. Co., 561 F.3d 144 (3d Cir. 2009); Sutter v. Horizon Blue Cross Blue Shield, 406 N.J. Super. 86 (App. Div. 2009); and Kirsch v. Delta Dental of New Jersey, 2008 WL 441860

(D.N.J. 2008). Mr. Katz has multiple seven-figure settlements, including the landmark \$39 million Sutter v. Horizon class action settlement.

David M. Freeman is a partner at Mazie Slater and a 1985 graduate of Lehigh University and a 1988 graduate of University of Pennsylvania Law School. Mr. Freeman was admitted to the bar of the State of New Jersey and the District of New Jersey in 1988. Mr. Freeman concentrates his practice in the area of complex litigation, including commercial litigation, product liability, professional malpractice, insurance insolvency, and personal injury. Mr. Freeman has several reported and unreported decisions, for example Liss v. Federal Ins. Co., 2009 WL 231992 (App. Div. 2009); In re Integrity Insurance Company, 193 N.J. 86 (2007); Liss v. Federal Insurance Co., 2006 WL 2844468 (App. Div. 2006); Klein v. Autek, 147 Fed.Appx. 270 (3d. Cir 2005); Ravin Sarasohn v. Lowenstein Sandler, 365 N.J.Super. 241, (App. Div. 2003); Lascurain v. City of Newark, 349 N.J.Super. 251, 793 A.2d 731, (App. Div. 2002); RFE Industries v. SPM Corp., 103 F.3d 923 (4th Cir. 1997); National Property Investors VIII v. Shell Oil Co., 950 F.Supp 710 (E.D.N.C. 1996); National Property Investors VIII v. Shell Oil Co., 917 F.Supp 324 (D.N.J. 1995); and S&R Associates v. Shell Oil Co., 725 A.2d 431 (Del. Supr. 1998); Matter of Integrity Ins. Co., 1991 WL 213899 (D.N.J. 1991).

Beth G. Baldinger is an experienced trial attorney for over 20 years and has extensive experience in complex civil litigation. Ms. Baldinger numerous settlements and verdicts in excess of \$1 million, including the infamous Adam Katz case against the New Jersey Sports and Exposition Authority for Mr. Katz's wrongful death and a \$10 million verdict for negligent security. Ms. Baldinger has the following reported opinions to her credit: Beye v. Horizon, 568 F.Supp. 566 (D.N.J. 2008); Brennan v. Orban, 145 N.J. 282 (1996); Aldrich v. Schwartz, 258 N.J. Super. 300 (App. Div. 1992); Blake v. City of New York, 157 A.D.2d 482 (1st Dep't 1990).

Matthew R. Mendelsohn is a partner with Mazie Slater and concentrates his practice in complex civil litigation, specializing in class action and personal injury litigation. Mr. Mendelsohn is a 2002 graduate of Rutgers University and a 2005 graduate of Seton Hall School of Law. He has been admitted to practice in the State of New Jersey, U.S. District Court, District of New Jersey, State of New York, Southern District of New York, and the Third and Ninth Circuit Court of Appeals. Mr. Mendelsohn has participated in numerous cases resulting in verdicts and settlements in excess of \$1 million including, but not limited to, the \$80 Million class action settlement in Dewey v. Volkswagen, a \$40 million class action settlement in Alin v. Honda, a \$20+ million class action settlement in In re Nissan Radiator/Oil Cooler Litigation; a \$6 million settlement in a bus accident case, \$4.7 million settlement in product liability case, \$2 million verdict in a motor-vehicle accident case. In recognition of his accomplishments, Mr. Mendelsohn was selected as a “New Leader of the Bar” (formerly known as “40 under 40”) by the New Jersey Law Journal in 2012, and selected as a member of “The Top 40 under 40” by The National Trial Lawyers in 2012. Mr. Mendelsohn has also personally been appointed Class Counsel in several nationwide consumer class actions. Mr. Mendelsohn also has several reported and unreported decisions to his credit, including; Dewey v. Volkswagen of America, --- F.Supp.2d --- (D.N.J. 2012); Dewey v. Volkswagen, AG., 681 F.3d 170 (3d Cir. 2012); Keegan v. American Honda, 284 F.R.D. 504 (C.D. Cal 2012); Keegan v. American Honda, 838 F.Supp.2d 929 (C.D. Cal. 2012); Cholakyan v. Mercedes-Benz USA, LLC, 796 F.Supp.2d. 1220 (C.D. Cal. 2011); Lintao v. Livingston, 2011 WL 2935052 (App. Div. 2011), Neale v. Volvo Cars of North America, 2011 WL 1362470 (D.N.J. April 11, 2011); Alin v. American Honda Motor Co., Inc., 2010 WL 1372308 (D.N.J. March 31, 2010); Sutter v. Horizon Blue Cross Blue Shield, 406 N.J. Super. 86 (App. Div. 2009); Dewey v. Volkswagen, AG., 558 F.Supp. 2d 505 (D.N.J. 2008).

ASSOCIATES

Cheryll A. Calderon is an associate at Mazie Slater who graduated from Seton Hall University School of Law in 2006. Ms. Calderon concentrates her practice in civil and commercial litigation, specializing in class action, mass tort, personal injury and health care regulation. She is admitted to practice in New Jersey and the U.S. District Court, District of New Jersey.

Andrew S. Riso is an associate at Mazie Slater. Mr. Riso graduated from Villanova University in 2003 and Seton Hall University School of Law in 2007. Mr. Riso concentrates his practice in complex civil litigation, including class action, products liability, personal injury, and medical malpractice. He has been admitted to practice in New Jersey and the U.S. District Court, District of New Jersey. He is also admitted to practice in the State of New York and State of Florida.

Karen G. Kelsen is an associate at Mazie Slater. Ms. Kelsen graduated from Queens College in 2005, and Hofstra University School of Law in 2008. Ms. Kelsen concentrates her practice in complex civil litigation, including class action, products liability, personal injury, and medical malpractice. She has been admitted to practice in the State of New Jersey and the U.S. District Court, District of New Jersey since 2008. Ms. Kelsen is also admitted in the State of New York. Ms. Kelsen was heavily involved in the discovery phase in Dewey v. Volkswagen, and currently is a member of the team handling In re Gynecare/Ethicon Pelvic Mesh Litigation.

David M. Estes is an associate at Mazie Slater. Mr. Estes graduated Nyack College in 2000, and Rutgers University School of Law in 2011. While in law school Mr. Estes served as the Lead Editor of the Rutgers Journal of Law and Religion, and was a Finalist of the Willem C. Vis International Commercial Arbitration Moot. Mr. Estes concentrates his practice in class

action, product liability, and personal injury litigation. Prior to joining the firm, Mr. Estes served as law clerk to the Honorable Victor Ashrafi of the New Jersey Superior Court, Appellate Division. He also served as summer clerk to the Honorable Jerome Simandle of the U.S. District Court of New Jersey, and judicial intern to the Honorable Theodore McKee of the U.S. Court of Appeals for the Third Circuit. Mr. Estes is admitted to practice law in New Jersey.

EXHIBIT B

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
1) Pre-filing investigation and pleadings	Interview potential clients; study blogs, technical service bulletins, online complaint forums, and service campaigns; research and study similar class action cases; class member data collection campaign; identify potential defendants; draft CLRA letter; prepare complaint; review repair orders; research consumer protections statutes, including unfair trade practices, fraud, and warranty law issues; investigate tire wear complaints; research federal motor vehicle safety standards regarding tire wear.
2) Post-filing investigation and discovery	Interview class members; obtain and review additional documents from class members; review owner manual and express warranty; visit third party tire facilities; prepare amended complaint; draft deposition notices; retain and consult with expert witnesses; supply information and documents to experts; study expert reports; investigate tire wear complaints; prepare disclosures; prepare and serve interrogatories and requests for production; object and respond to interrogatories and requests for production; meet and confer with opposing counsel regarding discovery issues; coordinate inspections of plaintiffs' vehicles; prepare for and attend plaintiff depositions; prepare for and take depositions of Honda witnesses; prepare for and attend expert depositions; coordinate with clients regarding responses to Honda discovery requests; prepare expert disclosures; process, index, and review documents received in discovery; prepare for and attend defense inspection of Plaintiffs' vehicles.
3) Legal research	Draft and review memoranda regarding warranty law, consumer fraud law, and unjust enrichment remedies; review consumer protections statutes of various states, including certification orders; choice of law analysis under California law; draft and review memorandum regarding district court orders in similar consumer defect cases against Honda and other manufacturers, draft and review memorandum regarding statute of limitations; research issue regarding the service of foreign defendants through the Hague Convention; draft and review memorandum regarding class representatives standing under the laws of various states.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
4) Document Review	Document review unrelated to a specific motion or task (i.e. prepare for deposition)
5) Motion to Dismiss and related documents and court appearances	Meet and confer with opposing counsel; review motion to dismiss and motion for judicial notice; prepare and review memoranda regarding personal jurisdiction issues, privity and implied warranty issues, pre-suit notice requirements, agency issues, express warranty issues, and informal dispute-resolution procedures under Magnusson-Moss Warranty Act; prepare response to motion to dismiss; review Honda reply brief and motion for judicial notice; review briefs recently filed in similar cases; prepare surreply and response to second motion for judicial notice; prepare notice of new authority; prepare outline and case summaries for oral argument; attend hearing; review and analyze tentative opinion; prepare supplemental brief; review defendants' response to notice of supplemental authority.
6) Motion for Class Certification and related documents and court appearances	Research and prepare memoranda regarding class certification standards; research substantive state law of applicable jurisdictions; work with experts to develop facts and prepare expert reports in support of class certification; assemble deposition and documentary evidence in support of class certification; prepare expert disclosures; review Honda opposition briefing and supporting expert declarations; coordinate with clients to assemble evidence in support of class certification; prepare brief in support of class certification; prepare application to file under seal; review and respond to evidentiary objections to expert testimony; prepare reply brief in support of class certification; review order granting in part and denying in part motion to dismiss; prepare supplemental brief regarding law of multiple jurisdictions; prepare trial plan and file supplement to motion to certify class; compile list of Florida complainants.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
7) Settlement negotiations and agreements	Telephone conversations and email correspondence with opposing counsel regarding settlement; attend in-person settlement conferences; review and revise term sheet and settlement agreement; legal research related to settlement; post-settlement conference email correspondence and telephone conferences to finalize settlement terms.
8) Preparing for and attending mediation	Prepare mediation statement and PowerPoint presentation; prepare for and attend mediation on substantive settlement terms; follow-up correspondence regarding agreement terms; prepare for and attend attorneys' fee mediation.
9) Rule 23(f) Petition	Prepare joint stipulation staying discovery; prepare motion for extension of time; prepare response to 23(f) Petition, including supplemental excerpts of record; prepare motion to strike and motion to file surreply.
10) Motion for Partial Lift of Stay and Motion for Leave to Amend	Review and execute retainer with new class representative; prepare motion for partial lift of stay; prepare amended complaint and motion for leave; prepare amended motion for leave to amend and second amended complaint.
11) Other motions and related documents	Prepare stipulation to extend time for defendant to respond to complaint; prepare notice of appearance; prepare stipulation regarding waiver of local rule 23-3;; prepare motion to strike affirmative defenses; prepare motion to extend deadlines; prepare ex parte application; prepare trial plan; prepare pro hac vice application; prepare joint status report.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
12) Settlement motions and related documents	Prepare motion for preliminary approval; prepare joint stipulation to lift stay; prepare stipulation to substitute exhibit; discussions and correspondence regarding Texas Attorney General comments on settlement; prepare for preliminary approval hearing; prepare final approval motion; prepare motion for attorneys fees.
13) Post-settlement communications with class members	Review correspondence received from class members; answer inquiries from class members regarding settlement.

EXHIBIT C

TIME REPORT

Firm Name: Mazie Slater Katz & Freeman, LLC

Reporting Period: Through August 30, 2013

Name	Status	1	2	3	4	5	6	7	8	9	10	11	12	13	Current Hourly Rate	Cumulative Hours	Cumulative Lodestar
David A. Mazie	Partner	9.8	17.1			9.9	13.3	1.9	0.8	2.5			0.1		\$825.00	55.4	\$45,705.00
Eric D. Katz	Partner	7.1	28.8	6.1	0.5	9.4	15.0	3.6	2.5	5.6		1.7	2.0		\$675.00	82.3	\$55,552.50
Matthew R. Mendelsohn	Partner	102.4	365.5	35.9	43.2	44.1	154.4	55.5	88.3	29.2	5.2	26.5	45.6	4.8	\$525.00	1000.6	\$525,315.00
Cheryll Calderon	Associate		1.3		7.7										\$325.00	9.0	\$2,925.00
John Gagnon	Associate		1.6		13.6		7.3								\$325.00	22.5	\$7,312.50
TOTALS		119.3	414.3	42.0	65.0	63.4	190.0	61.0	91.6	37.3	5.2	28.2	47.7	4.8		1169.80	\$636,810.00

- Category #1 Pre-filing investigation and pleadings
- Category #2 Post-filing investigation and discovery
- Category #3 Legal research
- Category #4 Document review
- Category #5 Motion to dismiss, related documents and court appearances
- Category #6 Motion for class certification, ralted documents and court appearances
- Category #7 Settlement negotiations and agreements
- Category #8 Preparing for and attending mediaion
- Category #9 Rule 23(f) petition
- Category #10 Motion for partial lift of stay and motion for leave to amend
- Category #11 Other motions and related documents
- Category #12 Settlement motions and related documents
- Category #13 Post-settlement communications with class members

EXHIBIT D

KEEGAN V. AMERICAN HONDA MOTOR CO. EXPENSE REPORT

Firm Name: Mazie Slater Katz & Freeman

Reporting Period: Through August 30, 2012

Disbursement	Cumulative Amount
Electronic Research	\$219.37
Filing Fees	\$230.00
Overnight Delivery	\$550.09
Photocopying	\$16.50
Postage	\$5.76
Service of Process Fees (including Hague Convention)	\$3,436.58
Telephone/Fax	\$0.00
Transportation/Meals/Lodging	\$8,179.92
Website Development & Class Member Data Collection	\$14,281.28
Document Repository Costs	\$5,790.00
TOTAL	\$32,709.50

EXHIBIT 3

1 Payam Shahian (SBN 228406)
Pshahian@slpattorney.com
2 **STRATEGIC LEGAL PRACTICES, APC**
1875 Century Park East, Suite 700
3 Los Angeles CA 90067
Telephone: (310) 277-1040
4 Facsimile: (310) 943-3838

5 Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

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11 DAVID J. KEEGAN, LUIS
12 GARCIA, ERIC ELLIS, CHARLES
13 WRIGHT, BETTY KOLSTAD,
CAROL HINKLE, AND
14 JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

15 Plaintiffs,

16 v.

17 AMERICAN HONDA MOTOR
18 CO., INC.,

19 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF PAYAM
SHAHIAN IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR
ATTORNEYS FEES AND SERVICE
AWARDS**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

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DECLARATION OF PAYAM SHAHIAN

I, Payam Shahian, declare:

1. I am an attorney admitted to the Bar of the State of California and the United States District Court, Central District of California. I am a Shareholder of Strategic Legal Practices, APC (“Strategic”), counsel of record for Plaintiffs in this matter. My knowledge of the information and events described herein derives from a combination of my personal knowledge and a careful review of the file and relevant court records. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and for Attorney Fees and Service Awards (“Motion”).

2. As co-lead Class Counsel for the Plaintiffs in this matter, I have been involved in all aspects of this litigation from the pre-suit investigation and filing of the initial Complaint through eventual settlement. My firm has represented the Class in this matter on an entirely contingent basis.

Payam Shahian

3. I graduated *cum laude* from UCLA in 2000 and then attended the University of California, Hastings College of the Law, from which I graduated in 2003.

4. Between 2004 and 2007, I worked at Bowman & Brooke LLP, a national defense firm where I primarily represented Ford Motor Company in over 150 consumer vehicle consumer warranty cases.

5. In 2007, I joined a plaintiff class action firm, and in 2010, I established Strategic Legal Practices, APC. Since 2007, I have represented both consumers and employees in over 50 class action matters. Our practice mainly focuses on consumer class actions, warranty cases, as well as class action wage-and-hour cases.

6. In my career, I have successfully prosecuted and resolved many class action cases and have obtained final approval on behalf of hundreds of

1 thousands of consumers and employees.

2 7. I have successfully certified class actions where certification was
3 contested. In *Mazza v. Am. Honda Motor Co., Inc.* (C.D. Cal., Case No. 07-
4 07857 C.D. Cal.), as one of the lead attorneys in the case, I helped certify a
5 nationwide class of Acura owners alleging, *inter alia*, violations of California’s
6 Unfair Competition Law and the Consumer Legal Remedies Act in connection
7 with allegations that Honda failed to disclose, pre-purchase, material information
8 about the braking system to the class members. *Mazza v. Am. Honda Motor Co.,*
9 *Inc.*, 254 F.R.D. 610 (2008), *vac’d by Mazza v. Am. Honda Motor Co., Inc.*, 666
10 F.3d 581 (9th Cir. 2012); *but see Yamada v. Nobel Biocare Holding AG*, Case
11 No. 10-04849, Dkt. No. 144 (C.D. Cal. Aug. 31, 2012) (noting that “the Court
12 agrees with the Mazza dissent,” and holding that application of California law to
13 the nationwide class was proper). *See also In re Pom Wonderful LLC Marketing*
14 *And Sales Practices Litigation*, 2012 WL 4490860 (C.D. Cal. 2012) (applying
15 California law to the nationwide class). At the time, based on my personal
16 research, *Mazza* was one of the first two cases to have successfully certified
17 UCL and CLRA claims on behalf of a nationwide class. Further, in *Clymer v.*
18 *Candle Acquisition Co.*, No. BC328765 (L.A. Super. Ct. 2007), after a successful
19 appeal, I helped certify claims under California Labor Code section 226 and
20 California Business and Professions Code section 17200.

21 8. I also have experience in appellate practice, allowing me to fully
22 litigate any class action while preserving the continuity that is established at the
23 pre-filing stage. *See Aberdeen v. Toyota Motor Sales, U.S.A., Inc.*, 422 Fed.
24 Appx. 617 (9th Cir. 2011) (affirming in part and reversing in part district court’s
25 denial of class certification where plaintiff alleged Toyota failed to disclose the
26 real-world fuel economy of the Prius); *Price v. Automobile Club of Southern*
27 *California*, 2010 WL 2028529 (2010) (ruling that the lower court erred when
28 sustaining defendant’s demurrer without leave to amend in putative class action

1 alleging violations of Labor Code statutes and unfair competition); *Khani v.*
2 *Ford Motor Company*, 215 Cal. App. 4th 916 (April 2, 2013) (reversing trial
3 court's order, which had disqualified Payam Shahian and his law firm, Strategic
4 Legal Practices, APC, from representing Mr. Khani in a consumer warranty case
5 because Shahian formerly represented Ford).

6 9. I have also been part of and helped achieve final approval on behalf
7 of hundreds of thousands of class members. *See, e.g., In re Michelin*
8 *North Am., Inc. Pax Sys. Marketing & Sales Prac. Litig.*, Case No. 8:08-md-01911
9 RWT (nationwide settlement on behalf of approximately 94,000 class members
10 who owned Honda vehicles with Michelin tires that were, among other
11 deficiencies, predisposed to premature tread wear); *In re Mini Windshield Actions*
12 *(Ehrlich v. BMW)*, Case No. 10-01151, Dkt. No. 94 (C.D. Cal. 2012) (final
13 approval of nationwide class action settlement on behalf of consumers of MINI
14 Coopers for alleged windshield defects); *Marsikian et al. v. Mercedes-Benz USA,*
15 *LLC*, Case No. 08-04876, Dkt. No. 125 (C.D. Cal. 2010) (nationwide class action
16 settlement involving over a 100,000 vehicles with an alleged water leak defect);
17 *Munoz v. J.C. Penney Corp., Inc.*, Case No. 09-00833, Dkt. No. 93 (C.D. Cal.
18 2010) (settlement on behalf of over 70,000 non-exempt former and current retail
19 store employees for several wage and hour claims, including the failure to pay
20 premiums for missed meal and rest breaks); *Wu v. California State Auto. Ass'n.*,
21 Case No. RG08-402621 (Alameda Super. Ct.) (settlement on behalf of hourly sales
22 representatives and life insurance specialists for unreimbursed business expense
23 claims); *Taylor v. Mobile Mini, Inc.*, Case No. CIVSS705070 (San Bernardino
24 Super. Ct.) (settlement on behalf of current or former non-exempt truck drivers of
25 several wage and hour claims, including meal and rest break claims).

26 **Schedule of Fees and Costs**

27 10. During the regular course of business, my firm has
28 contemporaneously tracked its time in this action. Based on these

1 contemporaneous time records, which were recorded in one-tenth increments,
 2 my firm has billed a total of 1,619.7 hours litigating this action, for a total
 3 lodestar of \$831,370. To assist the Court in evaluating the hours spent in this
 4 action, Plaintiffs’ counsel divided the work performed in this case into 13
 5 distinct categories. A detailed description of each category is attached as Exhibit
 6 A. Using these contemporaneous time records, Plaintiffs’ counsel then assigned
 7 each individual time entry to the most applicable time category.

8 11. The chart below sets forth Strategic’s regular billable hourly rates
 9 (which are commensurate with the prevailing rates among firms that regularly
 10 litigate class actions) and its hours (by attorney and category).

Name	Status	1	2	3	4	5	6	7	8	9	10	11	12	13	Current Hourly Rate	Hours	Lodestar
Payam Shahian	P	71.2	282.8	40.5	0.0	85.9	295.3	18.7	61.1	122.7	34.6	25.1	23.7	0.9	\$570.00	1062.5	\$605,625.00
Gregory Yu	SC	0.0	12.8	3.9	18.2	9.7	72.2	8.7	0.0	60.5	23.0	5.8	14.2	0.0	\$520.00	229.0	\$119,080.00
Ramtin Shahian	A	11.2	204.6	2.3	6.3	25.0	31.3	0.0	0.0	15.4	0.0	1.5	0.2	0.0	\$325.00	297.8	\$96,785.00
Christopher Swanson	A	0.0	0.0	2.1	0.0	0.0	0.0	3.4	4.2	0.0	11.8	0.5	7.6	0.8	\$325.00	30.4	\$9,880.00
TOTALS		82.4	500.2	48.8	24.5	120.6	398.8	30.8	65.3	198.6	69.4	32.9	45.7	1.7		1619.70	\$831,370.00

- | | | |
|---------------------|---|---|
| STATUS | CATEGORIES | 7 Settlement negotiations and agreements |
| Partner (P) | 1. Pre-filing investigation and pleadings | 8. Preparing for and attending mediation |
| Senior Counsel (SC) | 2. Post-filing investigation and discovery | 9. Rule 23(f) Petition |
| Associate (A) | 3. Legal research | 10. Motion for Partial Lift of Stay and Motion for Leave to Amend |
| | 4. Review Documents | 11. Other Motions and Related Documents |
| | 5. Motion to Dismiss and related documents and court appearances | 12. Settlement Motions and Related Documents |
| | 6. Motion for Class Certification and related documents and court appearances | 13. Post-settlement communications with class members |

Experience of Other Attorneys at Strategic Legal Practices, APC

12. Gregory Yu received his law degree in 2003 from the University of Southern California. From 2004 to 2006, Mr. Yu worked at a prominent Southern California insurance and employment defense firm. From 2006 to 2010, he worked at a plaintiff-side class action firm specializing in wage-and-hour and consumer law. Since 2011, Mr. Yu has been working in an of-counsel capacity with Strategic Legal Practices, APC, litigating consumer and employment class action cases. In his career, Mr. Yu has helped recover

1 millions of dollars on behalf of employees and consumers nationwide

2 13. Christopher Swanson received his law degree from UCLA in 2011,
3 where he distinguished himself academically, graduating in the top third of his
4 class and with experience in moot court, the transactional lawyering team, and as
5 an editor of the Journal of Law and Technology. He has worked at Strategic
6 Legal Practices since July of 2012, and his prior professional experience includes
7 Hunt Ortmann and the Los Angeles City Attorney’s Office. Mr. Swanson has
8 experience with class actions, consumer protection law, and breach of warranty
9 claims.

10 14. Ramtin Shahian received his undergraduate degree from the
11 University of California, Los Angeles, in 2007, where he majored in history. He
12 subsequently attended Southwestern Law School, graduating in 2010. He has
13 experience with class actions, consumer protection law, and breach of warranty
14 claims.

15 15. Strategic’s Partner and Senior Counsel hourly rates are \$570 and
16 \$520. These rates are comparable to those charged by the Los Angeles offices of
17 Sheppard Mullin Richter & Hampton (“Sheppard Mullin”) (\$860 to \$505) and
18 Manatt, Phelps & Phillips (“Manatt Phelps”) (\$850 to \$540), which regularly
19 litigate class actions. *See* 2011 Nationwide Sampling of Law Firm Billing Rates
20 – The National Law Journal, December 19, 2011 (“2011 Nationwide Sample of
21 Law Firm Billing Rates”) (attached as Exhibit B hereto).

22 16. These Partner and Senior Counsel rates are comparable to those
23 approved for other plaintiff’s firms in California. *See, e.g., Faigman v. AT&T*
24 *Mobility LLC*, 2011 WL 672648, *5 (N.D. Cal. Feb. 16, 2011) (approving hourly
25 rates of \$650 an hour for partner services); *Barrera v. Gamestop Corp.*, No. CV
26 09-1399 (C.D. Cal. Nov. 29, 2010) (\$700 an hour for partners); *In re Wells*
27 *Fargo Loan Processor Over-Time Pay Litigation*, No. 07-1841, 2011 WL
28 3352460 (N.D. Cal. Aug. 2, 2011) (approving hourly rates of \$500-\$675 for

1 attorneys); *In re Nuvelo, Inc. Securities Litig.*, No. 07-04056, 2011 WL 2650592
2 (N.D. Cal. July 6, 2011) (approving \$500-\$700 for partners); *In re Charles*
3 *Schwab Corp. Securities Litig.*, No. 08-01510, 2011 WL 1481424 (N.D. Cal.
4 Apr. 19, 2011) (approving 650 for partners); *Richard v. Ameri-Force Mgmt.*
5 *Servs., Inc.* (San Diego Super. Ct. No. 37-2008-00096019, Aug. 27, 2010) (\$695
6 to \$750 an hour for partners); *Lingenfelter v. Astrue*, No. CV 03–00264, 2009
7 WL 2900286, at *4 (C.D. Cal. Sep. 3, 2009) (finding \$600 to be reasonable
8 compensation); and *POM Wonderful, LLC v. Purely Juice, Inc.*, No. CV 07–
9 2633, 2008 WL 4351842, at *4 (C.D. Cal. Sept. 22, 2008) (finding that back in
10 2008 partner rates of \$750 to \$475 and associate rates of \$425 to \$275 are
11 reasonable) *See also Hartless v. Clorox Co.*, 273 F.R.D. 630, 644 (S.D. Cal.
12 2011) (holding that rates were reasonable where they were similar to those
13 charged in the community and approved by other courts).

14 17. My \$570 hourly rate is consistent with my approved rates in other
15 cases. *See In Re Mini Windshield Actions*, Case No. 2:10-cv-01151-ABC
16 (PjWx) (C.D. Cal. October 1, 2012) (approving my hourly rate of \$550 as the
17 managing partner of SLP); *Gong-Chun v. Aetna, Inc.*, Case No. 09-CV-01995-
18 AWI-SKO (E.D. Cal. July 11, 2011) (approving my hourly rate as a former
19 associate at \$520); *Hickson v. South Coast Auto Insurance Marketing, Inc.*, Case
20 No. BC390395 (L.A. Super. Ct. May 27, 2012) (approving my hourly rate as a
21 former associate at \$520); *Aguilar v. Cingular Wireless, Inc.*, Case No. CV 06-
22 8197 DDP (AJWx) (C.D. Cal. March 7, 2011) (approving my hourly rate of
23 \$490); *Kabamba v. Victoria's Secret Stores, LLC*, Case No. BC368528 (L.A.
24 Super. Ct. August 19, 2011) (approving my hourly rate of \$490); *Gutierrez v.*
25 *Lowe's HIW, Inc.*, Case No. 657474 (Stanislaus Super. Ct., July 8, 2011)
26 (approving my hourly rate of \$490); *Marsikian v. Mercedes-Benz USA, LLC*,
27 Case No. 08-CV-04876-AHM-FMO (C.D. Cal. May 17, 2010) (approving my
28 hourly rate of \$445 in 2010).

1 18. Strategic’s hourly rate for Associates is \$325 per hour. These rates
2 are also comparable to those charged by Sheppard Mullin. Sheppard Mullin’s
3 Associate rates range from \$275 to \$635 an hour. See 2011 Nationwide
4 Sampling of Law Firm Billing Rates. Class Counsel’s counsel hourly rates are
5 also comparable to those of Manatt Phelps. Manatt Phelps’ average Associate
6 hourly rate is \$464. Id. Strategic’s Associate rates are comparable to those
7 approved for other plaintiff’s firms. See, e.g., Faigman v. AT&T Mobility LLC,
8 2011 WL 672648, *5 (N.D. Cal. Feb. 16, 2011) (approving hourly rates of \$500
9 an hour for associate attorney services). Likewise, the hourly rates of Ramtin
10 Shahian and Gregory Yu are consistent with previously approved rates. See
11 Ehrlich v. BMW of North America, LLC, Case No. CV 10- 01151-ABC-PJW
12 (C.D. Cal. October 1, 2012) (approving Mr. Ramtin Shahian’s hourly rate of
13 \$325 and Mr. Yu’s hourly rate of \$495).

14 19. Over the course of this litigation, my firm incurred a total of
15 \$16,042.34 in unreimbursed costs and expenses, calculated as follows:

Disbursement	Cumulative Amount
Court Reporters, Transcripts, & Depositions	\$4,414.70
Court Fees, Filings & Service of Process	\$501.00
Research Material	\$1,433.77
Delivery & Messenger	\$2,364.05
Copying and printing	\$2,063.20
Transportation/Meals/Lodging	\$765.62
Website Development & Class Member Outreach	\$4,500.00
TOTAL	\$16,042.34

23 20. In addition, my firm paid an additional \$47,555.46 into a common
24 litigation fund to pay for experts, testing, and related expenses. The funds paid
25 into the common litigation fund are not being accounted for in the chart above.
26 Instead, these funds are being accounted for separately in the declaration of
27 Michael Caddell.

28 21. These incurred costs and expenses, which were recorded during the

1 regular course of business, were reasonable and necessary to properly prosecute
2 this matter as a class action and obtain a class-wide settlement.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on September 9, 2013 at Los Angeles, California.



Payam Shahian

EXHIBIT A

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
1) Pre-filing investigation and pleadings	Interview potential clients; study blogs, technical service bulletins, online complaint forums, and service campaigns; research and study similar class action cases; class member data collection campaign; identify potential defendants; draft CLRA letter; prepare complaint; review repair orders; research consumer protections statutes, including unfair trade practices, fraud, and warranty law issues; investigate tire wear complaints; research federal motor vehicle safety standards regarding tire wear.
2) Post-filing investigation and discovery	Interview class members; obtain and review additional documents from class members; review owner manual and express warranty; visit third party tire facilities; prepare amended complaint; draft deposition notices; retain and consult with expert witnesses; supply information and documents to experts; study expert reports; investigate tire wear complaints; prepare disclosures; prepare and serve interrogatories and requests for production; object and respond to interrogatories and requests for production; meet and confer with opposing counsel regarding discovery issues; coordinate inspections of plaintiffs' vehicles; prepare for and attend plaintiff depositions; prepare for and take depositions of Honda witnesses; prepare for and attend expert depositions; coordinate with clients regarding responses to Honda discovery requests; prepare expert disclosures; process, index, and review documents received in discovery; prepare for and attend defense inspection of Plaintiffs' vehicles.
3) Legal research	Draft and review memoranda regarding warranty law, consumer fraud law, and unjust enrichment remedies; review consumer protections statutes of various states, including certification orders; choice of law analysis under California law; draft and review memorandum regarding district court orders in similar consumer defect cases against Honda and other manufacturers, draft and review memorandum regarding statute of limitations; research issue regarding the service of foreign defendants through the Hague Convention; draft and review memorandum regarding class representatives standing under the laws of various states.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
4) Document Review	Document review unrelated to a specific motion or task (i.e. prepare for deposition)
5) Motion to Dismiss and related documents and court appearances	Meet and confer with opposing counsel; review motion to dismiss and motion for judicial notice; prepare and review memoranda regarding personal jurisdiction issues, privity and implied warranty issues, pre-suit notice requirements, agency issues, express warranty issues, and informal dispute-resolution procedures under Magnusson-Moss Warranty Act; prepare response to motion to dismiss; review Honda reply brief and motion for judicial notice; review briefs recently filed in similar cases; prepare surreply and response to second motion for judicial notice; prepare notice of new authority; prepare outline and case summaries for oral argument; attend hearing; review and analyze tentative opinion; prepare supplemental brief; review defendants' response to notice of supplemental authority.
6) Motion for Class Certification and related documents and court appearances	Research and prepare memoranda regarding class certification standards; research substantive state law of applicable jurisdictions; work with experts to develop facts and prepare expert reports in support of class certification; assemble deposition and documentary evidence in support of class certification; prepare expert disclosures; review Honda opposition briefing and supporting expert declarations; coordinate with clients to assemble evidence in support of class certification; prepare brief in support of class certification; prepare application to file under seal; review and respond to evidentiary objections to expert testimony; prepare reply brief in support of class certification; review order granting in part and denying in part motion to dismiss; prepare supplemental brief regarding law of multiple jurisdictions; prepare trial plan and file supplement to motion to certify class; compile list of Florida complainants.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
7) Settlement negotiations and agreements	Telephone conversations and email correspondence with opposing counsel regarding settlement; attend in-person settlement conferences; review and revise term sheet and settlement agreement; legal research related to settlement; post-settlement conference email correspondence and telephone conferences to finalize settlement terms.
8) Preparing for and attending mediation	Prepare mediation statement and PowerPoint presentation; prepare for and attend mediation on substantive settlement terms; follow-up correspondence regarding agreement terms; prepare for and attend attorneys' fee mediation.
9) Rule 23(f) Petition	Prepare joint stipulation staying discovery; prepare motion for extension of time; prepare response to 23(f) Petition, including supplemental excerpts of record; prepare motion to strike and motion to file surreply.
10) Motion for Partial Lift of Stay and Motion for Leave to Amend	Review and execute retainer with new class representative; prepare motion for partial lift of stay; prepare amended complaint and motion for leave; prepare amended motion for leave to amend and second amended complaint.
11) Other motions and related documents	Prepare stipulation to extend time for defendant to respond to complaint; prepare notice of appearance; prepare stipulation regarding waiver of local rule 23-3;; prepare motion to strike affirmative defenses; prepare motion to extend deadlines; prepare ex parte application; prepare trial plan; prepare pro hac vice application; prepare joint status report.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
12) Settlement motions and related documents	Prepare motion for preliminary approval; prepare joint stipulation to lift stay; prepare stipulation to substitute exhibit; discussions and correspondence regarding Texas Attorney General comments on settlement; prepare for preliminary approval hearing; prepare final approval motion; prepare motion for attorneys fees.
13) Post-settlement communications with class members	Review correspondence received from class members; answer inquiries from class members regarding settlement.

EXHIBIT B

A Nationwide Sampling of Law Firm Billing Rates – The National Law Journal

Firm Name	Principal or Largest Office	Average full-time equivalent Attorneys*	Firmwide Average Billing Rate	Firmwide Median Billing Rate	Partner Billing Rate: High	Partner Billing Rate: Low	Partner Billing Rate: Average	Partner Billing Rate: Median	Associate Billing Rate: High	Associate Billing Rate: Low	Associate Billing Rate: Average	Associate Billing Rate: Median
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, Tenn.	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best Best & Krieger	Riverside, Calif.	195	\$358	\$360	\$575	\$275	\$417	\$420	\$375	\$205	\$265	\$240
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando, Fla.	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Carlton Fields	Tampa, Fla.	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany, N.J.	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore & Shohl	Cincinnati	407	\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220
DLA Piper	New York	3348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossett	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325

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Firm Name	Principal or Largest Office	Average full-time equivalent Attorneys*	Firmwide Average Billing Rate	Firmwide Median Billing Rate	Partner Billing Rate: High	Partner Billing Rate: Low	Partner Billing Rate: Average	Partner Billing Rate: Median	Associate Billing Rate: High	Associate Billing Rate: Low	Associate Billing Rate: Average	Associate Billing Rate: Median
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark, N.J.	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester, N.Y.	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse, N.Y.	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo, N.Y.	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290
Hughes Hubbard & Reed	New York	300	\$633	\$615	\$990	\$625	\$828	\$800	\$695	\$270	\$533	\$540
Husch Blackwell	St. Louis	551	\$341	\$340	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, W.Va.	170	\$275	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Kaye Scholer	New York	425	\$661	\$665	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$400	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe, Martens, Olson & Bear	Irvine, Calif.	268	\$439	\$415	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$425	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285

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Lathrop & Gage	Kansas City, Mo.	281	\$337	\$340	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275		\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, N.J.	249	\$478	\$480	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$620	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	272	\$245	\$275	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga, Tenn.	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, S.C.	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, S.C.	178			\$550	\$235			\$265	\$170		
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Coie	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, Mo.	466			\$630	\$275			\$335	\$205		
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300

A Nationwide Sampling of Law Firm Billing Rates – The National Law Journal

Firm Name	Principal or Largest Office	Average full-time equivalent Attorneys*	Firmwide Average Billing Rate	Firmwide Median Billing Rate	Partner Billing Rate: High	Partner Billing Rate: Low	Partner Billing Rate: Average	Partner Billing Rate: Median	Associate Billing Rate: High	Associate Billing Rate: Low	Associate Billing Rate: Average	Associate Billing Rate: Median
Schulte Roth & Zabel	New York	406	\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580
Seyfarth Shaw	Chicago	702	\$437	\$425	\$790	\$355	\$528	\$525	\$505	\$225	\$341	\$340
Sheppard, Mullin, Richter & Hampton	Los Angeles	465			\$860	\$505			\$635	\$275		
Shumaker, Loop & Kendrick	Toledo, Ohio	208	\$345	\$365	\$555	\$265	\$364	\$375	\$320	\$195	\$252	\$250
Stoel Rives	Portland, Ore.	373	\$385	\$395	\$625	\$320	\$451	\$450	\$500	\$195	\$292	\$275
Strasburger & Price	Dallas	181	\$363	\$362	\$630	\$211	\$395	\$397	\$332	\$199	\$250	\$238
Thompson & Knight	Dallas	319	\$520	\$520	\$875	\$440	\$594	\$585	\$460	\$250	\$358	\$350
Thompson Coburn	St. Louis	325			\$750	\$315			\$445	\$195		
Ulmer & Berne	Cleveland	179	\$316		\$585	\$280	\$405		\$390	\$200	\$260	
Vedder Price	Chicago	246	\$445	\$445	\$735	\$295	\$500	\$490	\$520	\$265	\$345	\$335
Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$434	\$413
Wyatt, Tarrant & Combs	Louisville, Ky.	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235

EXHIBIT 4

1 Michael A. Caddell (State Bar No. 249469)
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12 Facsimile: (310) 943-3838

13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS
17 GARCIA, ERIC ELLIS, CHARLES
18 WRIGHT, BETTY KOLSTAD,
19 CAROL HINKLE, AND
20 JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

21 Plaintiffs,

22 v.

23 AMERICAN HONDA MOTOR
24 CO., INC.,

25 Defendant.
26
27
28

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF ROBERT L.
STARR IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR
ATTORNEYS' FEES AND SERVICE
AWARDS**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

DECLARATION OF ROBERT L. STARR

I, Robert L. Starr, declare:

1. I am an attorney admitted to the Bar of the State of California. I am the Managing Partner of The Law Office of Robert L. Starr (the "Starr Firm"), counsel for the plaintiffs in the above-captioned matter. My knowledge of the information and events described herein derives from a combination of my personal knowledge and a careful review of the file, relevant court records, and communications with co-counsel, and if called as a witness, I could and would competently testify to them. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion") and Application for Award of Attorneys' Fees, Expenses, and Class Representative Stipends ("Application").

2. I possess extensive class action knowledge and experience, including experience in consumer class actions. The following is a partial list of consumer class action lawsuits involving automobiles that I have been involved as class counsel:

-*Olson v. Volkswagen*, No. 2007-cv-05334 (C.D. Cal. 2008), automotive defect class action lawsuit resulting in nationwide settlement involving over 170,000 vehicles, settling for an amount valued in excess of ten million dollars. The defect related to premature timing belt failure, resulting in catastrophic engine damage;

-*Marsikian et al. v. Mercedes-Benz*, No. 08-04876-AHM (C.D. Cal. 2010), automotive defect lawsuit resulting in nationwide settlement involving over 100,000 vehicles, settling for an amount valued in excess of ten million dollars. The defect related to water intrusion due to a design defect, resulting in electrical system damage;

-*Ehrlich v. BMW*, No. 10-1151-MMM (C.D. Cal. 2012), automotive windshield defect lawsuit resulting in nationwide settlement involving over 100,000 vehicles, settling for an amount valued in excess of ten million dollars.

1 3. In addition to the aforementioned cases, I have been involved in numerous
2 other consumer class action lawsuits, and wage and hour class action lawsuits, obtaining very
3 significant remedies.

4 4. I have reviewed a summary of the Starr Firm's contemporaneous time records
5 in this action, which are maintained during the regular course of business. Exhibit "A" to this
6 declaration is a chart which sets forth the Starr Firm's regular billable hourly rates and hours
7 (by individual and billing category), along with a detailed legend to explain the categories in
8 the chart. The fee totals reflect the amounts that would have been charged on an hourly basis
9 for this work. The attorney's fees billed by my firm total \$921,994.00.

10 5. My hourly rate for this work is \$675. This rate is comparable to those charged
11 by the Los Angeles offices of Sheppard Mullin Richter & Hampton ("Sheppard Mullin")
12 (\$505 to \$860) and Manatt, Phelps & Phillips ("Manatt Phelps") (\$540 to \$850). *See* 2011
13 Nationwide Sampling of Law Firm Billing Rates – The National Law Journal, December 19,
14 2011 ("2011 Nationwide Sample of Law Firm Billing Rates") (a true and correct copy of
15 which is attached as Exhibit A to Initiative's Declaration in Support of Plaintiffs' Motion and
16 Application).

17 6. My rate for this work is also comparable to those approved for other plaintiff's
18 firms. *See, e.g., Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D.
19 Cal. Feb. 15, 2011) (approving hourly rates of \$650 an hour for partner services); *Richard v.*
20 *Ameri-Force Mgmt. Servs., Inc.* (San Diego Super. Ct. No. 37-2008-00096019, Aug. 27,
21 2010,) (\$695 to \$750 an hour for partners); *Barrera v. Gamestop Corp.* (C.D. Cal. No. CV 09-
22 1399, Nov. 29, 2010) (\$700 an hour for partners); *Anderson v. Nextel Retail Stores, LLC* (C.D.
23 Cal. No. CV 07-4480, June 20, 2010) (\$655 to \$750 an hour for partners); *In re Wells Fargo*
24 *Loan Processor Over-Time Pay Litigation*, 2011 WL 3352460 (N.D. Cal. No. 07-1841, Aug.
25 2, 2011) (approving hourly rates of \$500-\$675 for attorneys); *In re Nuvelo, Inc. Securities*
26 *Litig.*, 2011 WL 2650592 (N.D. Cal. No. 07-04056, July 6, 2011) (approving \$500-\$700 for
27 partners); *In re Charles Schwab Corp. Securities Litig.*, 2011 WL 1481424 (N.D. Cal. No. 08-
28

1 01510, Apr. 19, 2011) (approving \$380-\$650 for partners); *Buccellato v. AT&T Operations,*
2 *Inc.*, 2011 WL 4526673 (N.D. Cal. No. 10-00463, June 30, 2011) (approving \$290-\$740 for
3 attorneys); *McGee v. Continental Tire North America Inc.* 2009 U.S. Dist. LEXIS 17199
4 (D.N.J. 2009) (approving fee application based on rates ranging from \$495 to \$600); *In re*
5 *Merck & Co., Inc. Vyatorin ERISA Litigation*, 2010 U.S. Dist. LEXIS 12344 (D.N.J. 2010)
6 (approving fee application based on rates ranging from \$250 to \$835); and *In re Schering-*
7 *Plough/Merck Merger Litigation*, 2010 U.S. Dist. Lexis 29121, at *57 (D.N.J. 2010) (“...an
8 overall hourly lodestar non-weighted average ranging from \$465.68 to \$681.15 is not
9 unreasonable in light of similar rates charged in the market and in light of the usual billing
10 rates documented in counsel’s declarations to the Court.”).

11 7. My \$675 hourly rate for this work is consistent with my approved rates in other
12 cases. See *In Re Mini Windshield Actions*, Case No. 2:10-cv-01151-ABC (PJWx) (C.D. Cal.
13 October 1, 2012) (approving my hourly rate of \$675 as the managing partner of the Starr law
14 firm); *Marsikian v. Mercedes-Benz USA, LLC*, Case No. 08-CV-04876-AHM-FMO (C.D. Cal.
15 May 17, 2010) (approving my hourly rate of \$545).

16 8. Adam Rose’s hourly rate is \$550. Mr. Rose has been licensed to practice law
17 since 2000. Luis Duenas’ hourly rate is \$350. Mr. Duenas has been licensed to practice law
18 since 2010. Dara Tabesh’s hourly rate is \$520.00. Mr. Tabesh has been licensed to practice
19 law since 2004.

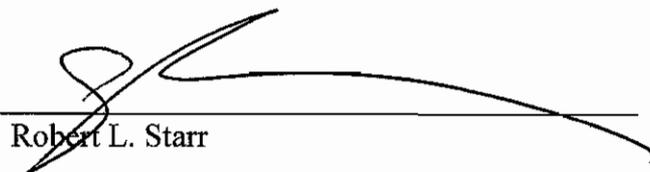
20 9. Mr. Rose’s rate, Mr. Duenas’ rate, and Mr. Tabesh’s rate are comparable to
21 those approved for other plaintiff’s firms. See, e.g., *Faigman v. AT&T Mobility LLC*, 2011
22 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$500 an
23 hour for associate attorney services); *Richard v. Ameri-Force Mgmt. Servs., Inc.* (San Diego
24 Super. Ct., August 27, 2010, No. 37-2008-00096019) (approving \$495 an hour for associates);
25 *Barrera v. Gamestop Corp.* (C.D. Cal. Nov. 29, 2010, No. CV 09-1399) (approving \$475 an
26 hour for associates); and *Anderson v. Nextel Retail Stores, LLC* (C.D. Cal. June 20, 2010, No.
27 CV 07-4480) (approving \$300 to \$515 an hour for associates).

1 10. Over the course of this litigation, the Starr Firm has incurred costs totalling
2 \$10,526.56, plus funds that were paid into a litigation fund in order to pay for expert witness
3 fees, testing, and related expenses. The funds paid to the litigation fund are not accounted for
4 in this declaration, and are being accounted for separately in the declaration of Michael
5 Caddell. A chart detailing the Starr Firm's costs, not including the funds paid into the
6 litigation fund, is attached to this declaration as Exhibit "B".

7 11. These incurred costs and expenses, which were recorded during the regular
8 course of business, were reasonable and necessary to properly prosecute this matter as a
9 potential class action and obtain a class-wide settlement.

10 12. This litigation has been hard fought, with very extensive law and motion
11 practice, and discovery. In order to obtain the proposed settlement, counsel for Plaintiffs had
12 to travel all across the country in order to conduct numerous vehicle inspections and defend
13 numerous depositions. Extensive expert witness testing has been conducted and great
14 expense. A motion for class certification was filed, and certification was granted. Plaintiffs'
15 counsel also successfully defended a 23(f) petition to appeal class certification. The scope of
16 this litigation has been broad, spanning over several years.

17
18 I declare under penalty of perjury under the laws of the United States of America that
19 the foregoing is true and correct. Executed on September 9, 2013 at Woodland Hills,
20 California.

21
22 
Robert L. Starr

23
24 Matthew R. Mendelsohn (*pro hac vice*)
25 mmendelsohn@mskf.net
26 **MAZIE SLATER KATZ & FREEMAN, LLC**
27 103 Eisenhower Parkway
28 Roseland NJ 07068
 Telephone: (973) 228-9898
 Facsimile: (973) 228-0303

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Robert L. Starr (SBN 183052)
Starresq@hotmail.com
THE LAW OFFICE OF ROBERT L. STARR
23277 Ventura Boulevard
Woodland Hills, California 91364-1002
Telephone: (818) 225-9040
Facsimile: (818) 225-9042

Attorneys for Plaintiffs

EXHIBIT A

KEEGAN V. HONDA
The Law Office of Robert L. Starr

- | | |
|---|---|
| (1) Pre-filing investigations and pleadings
(2) Post-filing investigation and discovery
(3) Legal research
(4) Document review
(5) Motion to Dismiss and related doc.
(6) Motion for Class Cert, related documents and court appearances
(7) Settlement negotiations and agreements | (8) Preparation for and attending mediation
(9) Rule 23(f) Petition
(10) Motion for Partial lift of stay and motion for leave to amend
(11) Other motions and related documents
(12) Settlement motions and related documents
(13) Post-settlement communications with class members |
|---|---|

Name	Status	1	2	3	4	5	6	7	8	9	10	11	12	13	Hourly Rate	Total Hours	Lodestar
Robert Starr	P	104.8	505.6	15.4	67.9	12.8	15.8	54.0	11.1	4.9	3.7	36.2	22.5	13.3	\$675.00	868.0	\$ 585,900.00
Robinson																	
Rojas	PL		27.0												\$125.00	27.0	\$ 3,375.00
Luis Duenas	A		41.8												\$350.00	41.8	\$ 14,630.00
Ben Hill III	PL	5.2	155.2									2.0		25.8	\$225.00	188.2	\$ 42,345.00
Adam Rose	A		61.0												\$595.00	61.0	\$ 36,295.00
Zandra Mora	PL		15.3												\$125.00	15.3	\$ 1,912.50
Gordon Wong	PL		30.9	303.8											\$195.00	334.7	\$ 65,266.50
Dara Tabesh	A	18.0	33.0			92.0	105.0			65.0	3.0				\$545.00	316.0	\$ 172,220.00
TOTALS		128.0	869.8	319.2	67.9	104.8	120.8	54.0	11.1	69.9	6.7	38.2	22.5	39.1		1,852.0	\$ 921,944.00

Partner (P)
 Attorney (A)
 Paralegal, Law clerk and Staff (PL)

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
1) Pre-filing investigation and pleadings	Interview potential clients; study blogs, technical service bulletins, online complaint forums, and service campaigns; research and study similar class action cases; class member data collection campaign; identify potential defendants; draft CLRA letter; prepare complaint; review repair orders; research consumer protections statutes, including unfair trade practices, fraud, and warranty law issues; investigate tire wear complaints; research federal motor vehicle safety standards regarding tire wear.
2) Post-filing investigation and discovery	Interview class members; obtain and review additional documents from class members; review owner manual and express warranty; visit third party tire facilities; prepare amended complaint; draft deposition notices; retain and consult with expert witnesses; supply information and documents to experts; study expert reports; investigate tire wear complaints; prepare disclosures; prepare and serve interrogatories and requests for production; object and respond to interrogatories and requests for production; meet and confer with opposing counsel regarding discovery issues; coordinate inspections of plaintiffs' vehicles; prepare for and attend plaintiff depositions; prepare for and take depositions of Honda witnesses; prepare for and attend expert depositions; coordinate with clients regarding responses to Honda discovery requests; prepare expert disclosures; process, index, and review documents received in discovery; prepare for and attend defense inspection of Plaintiffs' vehicles.
3) Legal research	Draft and review memoranda regarding warranty law, consumer fraud law, and unjust enrichment remedies; review consumer protections statutes of various states, including certification orders; choice of law analysis under California law; draft and review memorandum regarding district court orders in similar consumer defect cases against Honda and other manufacturers, draft and review memorandum regarding statute of limitations; research issue regarding the service of foreign defendants through the Hague Convention; draft and review memorandum regarding class representatives standing under the laws of various states.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
4) Document Review	Document review unrelated to a specific motion or task (i.e. prepare for deposition)
5) Motion to Dismiss and related documents and court appearances	Meet and confer with opposing counsel; review motion to dismiss and motion for judicial notice; prepare and review memoranda regarding personal jurisdiction issues, privity and implied warranty issues, pre-suit notice requirements, agency issues, express warranty issues, and informal dispute-resolution procedures under Magnusson-Moss Warranty Act; prepare response to motion to dismiss; review Honda reply brief and motion for judicial notice; review briefs recently filed in similar cases; prepare surreply and response to second motion for judicial notice; prepare notice of new authority; prepare outline and case summaries for oral argument; attend hearing; review and analyze tentative opinion; prepare supplemental brief; review defendants' response to notice of supplemental authority.
6) Motion for Class Certification and related documents and court appearances	Research and prepare memoranda regarding class certification standards; research substantive state law of applicable jurisdictions; work with experts to develop facts and prepare expert reports in support of class certification; assemble deposition and documentary evidence in support of class certification; prepare expert disclosures; review Honda opposition briefing and supporting expert declarations; coordinate with clients to assemble evidence in support of class certification; prepare brief in support of class certification; prepare application to file under seal; review and respond to evidentiary objections to expert testimony; prepare reply brief in support of class certification; review order granting in part and denying in part motion to dismiss; prepare supplemental brief regarding law of multiple jurisdictions; prepare trial plan and file supplement to motion to certify class; compile list of Florida complainants.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
7) Settlement negotiations and agreements	Telephone conversations and email correspondence with opposing counsel regarding settlement; attend in-person settlement conferences; review and revise term sheet and settlement agreement; legal research related to settlement; post-settlement conference email correspondence and telephone conferences to finalize settlement terms.
8) Preparing for and attending mediation	Prepare mediation statement and PowerPoint presentation; prepare for and attend mediation on substantive settlement terms; follow-up correspondence regarding agreement terms; prepare for and attend attorneys' fee mediation.
9) Rule 23(f) Petition	Prepare joint stipulation staying discovery; prepare motion for extension of time; prepare response to 23(f) Petition, including supplemental excerpts of record; prepare motion to strike and motion to file surreply.
10) Motion for Partial Lift of Stay and Motion for Leave to Amend	Review and execute retainer with new class representative; prepare motion for partial lift of stay; prepare amended complaint and motion for leave; prepare amended motion for leave to amend and second amended complaint.
11) Other motions and related documents	Prepare stipulation to extend time for defendant to respond to complaint; prepare notice of appearance; prepare stipulation regarding waiver of local rule 23-3;; prepare motion to strike affirmative defenses; prepare motion to extend deadlines; prepare ex parte application; prepare trial plan; prepare pro hac vice application; prepare joint status report.

Honda Control Arm Litigation - Categories and Tasks Performed

Category	Tasks Performed
12) Settlement motions and related documents	Prepare motion for preliminary approval; prepare joint stipulation to lift stay; prepare stipulation to substitute exhibit; discussions and correspondence regarding Texas Attorney General comments on settlement; prepare for preliminary approval hearing; prepare final approval motion; prepare motion for attorneys fees.
13) Post-settlement communications with class members	Review correspondence received from class members; answer inquiries from class members regarding settlement.

EXHIBIT B

KEEGAN V. HONDA - EXPENSE REPORT
The Law Office of Robert L. Starr

Disbursement	Amount
Filing Fees	\$350.00
Photocopying	\$1,891.83
Transportation/Meals/Lodging	\$7,424.28
Court Reports, Transcripts and Depositions	\$860.45
TOTAL	\$10,526.56

EXHIBIT 5

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
4 **CADDELL & CHAPMAN**
1331 Lamar, Suite 1070
5 Houston TX 77010-3027
Telephone: (713) 751-0400
6 Facsimile: (713) 751-0906

7 Payam Shahian (SBN 228406)
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10 Los Angeles CA 90067
11 Telephone: (310) 277-1040
12 Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
19 AND JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF DAVID J.
KEEGAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013

Time: 10:00 a.m.

Place: Courtroom 780

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1 I, David J. Keegan, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in California.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. In addition to the work described above, I have made my vehicle
19 available for inspection on multiple occasions by counsel and/or experts retained
20 by Plaintiffs and/or Defendants at significant inconvenience to me. I have also
21 assembled voluminous records evidencing the purchase, repairs, attempted
22 repairs, malfunctions, and use of my vehicle, and have spent significant time
23 being deposed by Honda and working with my attorneys to prepare for my
24 deposition.

25 7. I have been in regular email and phone contact with my attorneys
26 and their staff throughout the prosecution of this case and have been kept
27 apprised of key developments in the litigation. I am generally familiar with the
28

1 factual and legal issues in this case through my correspondence and
2 communications with my attorneys and their staff. I have also been informed
3 about the terms of the proposed settlement which is before the Court.

4 8. After reviewing and discussing the terms of the proposed settlement
5 with my attorneys and considering the issues in the case, I have concluded that
6 the proposed settlement obtained on behalf of the Class is fair and reasonable to
7 the Class members in light of the circumstances. I also believe that the
8 attorneys' request for fees is reasonable and appropriate.

9 9. As Class Representative, I actively participated in the litigation and
10 have always maintained the best interests of the Class while performing my
11 Class Representative duties.

12 10. I believe that I have fairly represented the absent Class members and
13 herein request that the Court finally approve this settlement, confirm me as a
14 Class Representative, and grant the request for attorneys' fees and costs in this
15 case.

16 11. I am not aware of any conflicts of interest that prevent me from
17 being confirmed as Class Representative in this lawsuit. I am not related in any
18 way to my attorneys or to any other member of the firm that is representing me.
19 I have no business dealings or other involvement beyond this lawsuit and this
20 representation. I have not been promised any money or inducement to serve as
21 Class Representative in this action.

22 12. I request that the Court should award me a fair and reasonable
23 service award to compensate me for the work that I have performed in my role as
24 Class Representative, as well as the disruption to my business and personal life
25 that has resulted from my service as a Class Representative.

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

Executed this 4th day of September, 2013 at Dublin, CA.

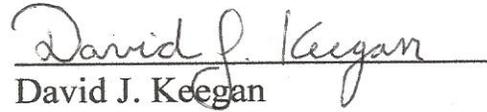

David J. Keegan

EXHIBIT 6

Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
Cynthia B. Chapman (State Bar No. 164471)
Cory S. Fein (State Bar No. 250758)
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[Additional attorneys listed below signature line]
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

<p>DAVID J. KEEGAN, LUIS GARCIA, ERIC ELLIS, CHARLES WRIGHT, BETTY KOLSTAD, CAROL HINKLE, AND JONATHAN ZDEB, individually, and on behalf of a class of similarly situated individuals,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>AMERICAN HONDA MOTOR CO., INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 2:10-cv-09508-MMM-AJW</p> <p>DECLARATION OF LUIS GARCIA IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT</p> <p style="text-align: right;">Date: October 28, 2013 Time: 10:00 a.m.</p> <p>Place: Courtroom 780</p>
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I, Luis Garcia, declare as follows:

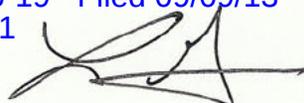
- I am a competent adult, over the age of eighteen, and one of the Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*, Case No. 10-cv-9508 (C.D. Cal.).
- This declaration is based on my personal knowledge and, if called as a witness, I could and would testify competently thereto.

- I am named as a class representative in this case, and I am generally familiar with the work involved in prosecuting the class action against Honda relating to the defective control arms installed in 2006–07 Honda Civics.
- I am a class member because I purchased a Honda Civic with the defective control arm.
- I provided my attorneys with relevant and helpful information for this lawsuit regarding my experience with my vehicle, including my purchase of the vehicle; the malfunctions I experienced with the vehicle; my attempts to have the vehicle repaired at Honda dealerships; my discussions with Honda mechanics regarding my vehicle's malfunctions, defects and attempted repairs; and my damages resulting from same.
- In addition to the work described above, I have made my vehicle available for inspection on multiple occasions by counsel and/or experts retained by Plaintiffs and/or Defendants at significant inconvenience to me. I have also assembled voluminous records evidencing the purchase, repairs, attempted repairs, malfunctions, and use of my vehicle, and have spent significant time being deposed by Honda and working with my attorneys to prepare for my deposition.
- I have been in regular email and phone contact with my attorneys and their staff throughout the prosecution of this case and have been kept apprised of key developments in the litigation. I am generally familiar with the factual and legal issues in this case through my correspondence and communications with my attorneys and their staff. I have also been informed about the terms of the proposed settlement which is before the Court.
- After reviewing and discussing the terms of the proposed settlement with my attorneys and considering the issues in the case, I have concluded that the proposed settlement obtained on behalf of the Class is fair and reasonable to the Class members in light of the circumstances. I also believe that the attorneys' request for fees is reasonable and appropriate.
- As Class Representative, I actively participated in the litigation and have always maintained the best interests of the Class while performing my Class Representative duties.
- I believe that I have fairly represented the absent Class members and herein request that the Court finally approve this settlement, confirm me as a Class Representative, and grant the request for attorneys' fees and costs in this case.
- I am not aware of any conflicts of interest that prevent me from being confirmed as Class Representative in this lawsuit. I am not related in any way to my attorneys or to any other member of the firm that is representing me. I have no business dealings or other involvement beyond this lawsuit and this representation. I have not been promised any money or inducement to serve as Class Representative in this action.
- I request that the Court should award me a fair and reasonable service award to compensate me for the work that I have performed in my role as Class Representative, as well as the disruption to my business and personal life that has resulted from my service as a Class Representative.

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

Executed this 5th day of September, 2013 at _____,

_____.

A handwritten signature in black ink, appearing to be 'Luis Garcia', written in a cursive style.

Luis Garcia

EXHIBIT 7

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
4 **CADDELL & CHAPMAN**
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1875 Century Park East, Suite 700
10 Los Angeles CA 90067
11 Telephone: (310) 277-1040
Facsimile: (310) 943-3838

12
13 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

14 DAVID J. KEEGAN, LUIS GARCIA,
15 ERIC ELLIS, CHARLES WRIGHT,
16 BETTY KOLSTAD, CAROL HINKLE,
AND JONATHAN ZDEB, individually,
17 and on behalf of a class of similarly
situated individuals,

18 Plaintiffs,

19 v.

20 AMERICAN HONDA MOTOR CO.,
21 INC.,

22 Defendant.
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Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF ERIC ELLIS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

1 I, Eric Ellis, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the Class
3 Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*, Case No.
4 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle's malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. In addition to the work described above, I have made my vehicle
19 available for inspection on multiple occasions by counsel and/or experts retained
20 by Plaintiffs and/or Defendants at significant inconvenience to me. I have also
21 assembled voluminous records evidencing the purchase, repairs, attempted repairs,
22 malfunctions, and use of my vehicle, and have spent significant time being
23 deposed by Honda and working with my attorneys to prepare for my deposition.

24 7. I have been in regular email and phone contact with my attorneys and
25 their staff throughout the prosecution of this case and have been kept apprised of
26 key developments in the litigation. I am generally familiar with the factual and
27 legal issues in this case through my correspondence and communications with
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1 my attorneys and their staff. I have also been informed about the terms of the
2 proposed settlement which is before the Court.

3 8. After reviewing and discussing the terms of the proposed settlement
4 with my attorneys and considering the issues in the case, I have concluded that
5 the proposed settlement obtained on behalf of the Class is fair and reasonable to
6 the Class members in light of the circumstances. I also believe that the attorneys'
7 request for fees is reasonable and appropriate.

8 9. As Class Representative, I actively participated in the litigation and
9 have always maintained the best interests of the Class while performing my Class
10 Representative duties.

11 10. I believe that I have fairly represented the absent Class members and
12 herein request that the Court finally approve this settlement, confirm me as a Class
13 Representative, and grant the request for attorneys' fees and costs in this case.

14 11. I am not aware of any conflicts of interest that prevent me from
15 being confirmed as Class Representative in this lawsuit. I am not related in any
16 way to my attorneys or to any other member of the firm that is representing me.
17 I have no business dealings or other involvement beyond this lawsuit and this
18 representation. I have not been promised any money or inducement to serve as
19 Class Representative in this action.

20 12. I request that the Court should award me a fair and reasonable service
21 award to compensate me for the work that I have performed in my role as Class
22 Representative, as well as the disruption to my business and personal life that has
23 resulted from my service as a Class Representative.

24 I declare under penalty of penalty under the laws of the United States that
25 the foregoing is true and correct.

26 Executed this 6 day of September, 2013 at Milton.

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Massachusetts.



Eric Ellis

EXHIBIT 8

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
CADDELL & CHAPMAN
4 1331 Lamar, Suite 1070
5 Houston TX 77010-3027
6 Telephone: (713) 751-0400
Facsimile: (713) 751-0906

7 Payam Shahian (SBN 228406)
8 Pshahian@slpattorney.com
9 **STRATEGIC LEGAL PRACTICES, APC**
10 1875 Century Park East, Suite 700
11 Los Angeles CA 90067
12 Telephone: (310) 277-1040
Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
19 AND JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF CHARLES
WRIGHT IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013

Time: 10:00 a.m.

Place: Courtroom 780

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1 I, Charles Wright, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in Montana.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. I have been in regular email and phone contact with my attorneys
19 and their staff throughout the prosecution of this case and have been kept
20 apprised of key developments in the litigation. I am generally familiar with the
21 factual and legal issues in this case through my correspondence and
22 communications with my attorneys and their staff. I have also been informed
23 about the terms of the proposed settlement which is before the Court.

24 7. After reviewing and discussing the terms of the proposed settlement
25 with my attorneys and considering the issues in the case, I have concluded that
26 the proposed settlement obtained on behalf of the Class is fair and reasonable to
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1 the Class members in light of the circumstances. I also believe that the
2 attorneys' request for fees is reasonable and appropriate.

3 8. I believe that I have fairly represented the absent Class members and
4 herein request that the Court finally approve this settlement, confirm me as a
5 Class Representative, and grant the request for attorneys' fees and costs in this
6 case.

7 9. I am not aware of any conflicts of interest that prevent me from
8 being confirmed as Class Representative in this lawsuit. I am not related in any
9 way to my attorneys or to any other member of the firm that is representing me.
10 I have no business dealings or other involvement beyond this lawsuit and this
11 representation. I have not been promised any money or inducement to serve as
12 Class Representative in this action.

13 10. I request that the Court should award me a fair and reasonable
14 service award to compensate me for the work that I have performed in my role as
15 Class Representative, as well as the disruption to my business and personal life
16 that has resulted from my service as a Class Representative.

17 11. In addition to the work described above, I have made my vehicle
18 available for inspection on multiple occasions by counsel and/or experts retained
19 by Plaintiffs and/or Defendants at significant inconvenience to me. I have also
20 assembled voluminous records evidencing the purchase, repairs, attempted
21 repairs, malfunctions, and use of my vehicle, and have spent significant time
22 being deposed by Honda and working with my attorneys to prepare for my
23 deposition.

24 12. As Class Representative, I actively participated in the litigation and
25 have always maintained the best interests of the Class while performing my
26 Class Representative duties.

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

Executed this 4th day of September 2013, at Missoula, Montana.



Charles Wright

EXHIBIT 9

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
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7 Payam Shahian (SBN 228406)
8 Pshahian@slpattorney.com
9 **STRATEGIC LEGAL PRACTICES, APC**
10 1875 Century Park East, Suite 700
11 Los Angeles CA 90067
12 Telephone: (310) 277-1040
Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
19 AND JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF BET KOLSTAD
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013

Time: 10:00 a.m.

Place: Courtroom 780

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1 I, Bet Kolstad, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in California.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. In addition to the work described above, I have made my vehicle
19 available for inspection on multiple occasions by counsel and/or experts retained
20 by Plaintiffs and/or Defendants at significant inconvenience to me. I have also
21 assembled voluminous records evidencing the purchase, repairs, attempted
22 repairs, malfunctions, and use of my vehicle, and have spent significant time
23 being deposed by Honda and working with my attorneys to prepare for my
24 deposition.

25 7. I have been in regular email and phone contact with my attorneys
26 and their staff throughout the prosecution of this case and have been kept
27 apprised of key developments in the litigation. I am generally familiar with the
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1 factual and legal issues in this case through my correspondence and
2 communications with my attorneys and their staff. I have also been informed
3 about the terms of the proposed settlement which is before the Court.

4 8. After reviewing and discussing the terms of the proposed settlement
5 with my attorneys and considering the issues in the case, I have concluded that
6 the proposed settlement obtained on behalf of the Class is fair and reasonable to
7 the Class members in light of the circumstances. I also believe that the
8 attorneys' request for fees is reasonable and appropriate.

9 9. As Class Representative, I actively participated in the litigation and
10 have always maintained the best interests of the Class while performing my
11 Class Representative duties.

12 10. I believe that I have fairly represented the absent Class members and
13 herein request that the Court finally approve this settlement, confirm me as a
14 Class Representative, and grant the request for attorneys' fees and costs in this
15 case.

16 11. I am not aware of any conflicts of interest that prevent me from
17 being confirmed as Class Representative in this lawsuit. I am not related in any
18 way to my attorneys or to any other member of the firm that is representing me.
19 I have no business dealings or other involvement beyond this lawsuit and this
20 representation. I have not been promised any money or inducement to serve as
21 Class Representative in this action.

22 12. I request that the Court should award me a fair and reasonable
23 service award to compensate me for the work that I have performed in my role as
24 Class Representative, as well as the disruption to my business and personal life
25 that has resulted from my service as a Class Representative.

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1 I declare under penalty of penalty under the laws of the State of California
2 that the foregoing is true and correct.

3 Executed this 4th day of September, 2013 at Folsom
4 California.

5 B Kolstad
6 Bet Kolstad

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EXHIBIT 10

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
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7 Payam Shahian (SBN 228406)
8 Pshahian@slpattorney.com
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10 1875 Century Park East, Suite 700
Los Angeles CA 90067
11 Telephone: (310) 277-1040
12 Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
AND JONATHAN ZDEB, individually,
19 and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF CAROL E.
HINKLE IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013

Time: 10:00 a.m.

Place: Courtroom 780

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1 I, Carol E. Hinkle, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in North Carolina.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. In addition to the work described above, I have made my vehicle
19 available for inspection on multiple occasions by counsel and/or experts retained
20 by Plaintiffs and/or Defendants at significant inconvenience to me. I have also
21 assembled voluminous records evidencing the purchase, repairs, attempted
22 repairs, malfunctions, and use of my vehicle, and have spent significant time
23 being deposed by Honda and working with my attorneys to prepare for my
24 deposition.

25 7. I have been in regular email and phone contact with my attorneys
26 and their staff throughout the prosecution of this case and have been kept
27 apprised of key developments in the litigation. I am generally familiar with the
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1 factual and legal issues in this case through my correspondence and
2 communications with my attorneys and their staff. I have also been informed
3 about the terms of the proposed settlement which is before the Court.

4 8. After reviewing and discussing the terms of the proposed settlement
5 with my attorneys and considering the issues in the case, I have concluded that
6 the proposed settlement obtained on behalf of the Class is fair and reasonable to
7 the Class members in light of the circumstances. I also believe that the
8 attorneys' request for fees is reasonable and appropriate.

9 9. As Class Representative, I actively participated in the litigation and
10 have always maintained the best interests of the Class while performing my
11 Class Representative duties.

12 10. I believe that I have fairly represented the absent Class members and
13 herein request that the Court finally approve this settlement, confirm me as a
14 Class Representative, and grant the request for attorneys' fees and costs in this
15 case.

16 11. I am not aware of any conflicts of interest that prevent me from
17 being confirmed as Class Representative in this lawsuit. I am not related in any
18 way to my attorneys or to any other member of the firm that is representing me.
19 I have no business dealings or other involvement beyond this lawsuit and this
20 representation. I have not been promised any money or inducement to serve as
21 Class Representative in this action.

22 12. I request that the Court should award me a fair and reasonable
23 service award to compensate me for the work that I have performed in my role as
24 Class Representative, as well as the disruption to my business and personal life
25 that has resulted from my service as a Class Representative.

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I declare under penalty of penalty under the laws of the State of California that the foregoing is true and correct.

Executed this 3rd day of September, 2013 at Westfield, North Carolina.

Carol E. Hinkle
Carol E. Hinkle

EXHIBIT 11

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
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6 Telephone: (713) 751-0400
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7
8 Payam Shahian (SBN 228406)
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9 **STRATEGIC LEGAL PRACTICES, APC**
10 1875 Century Park East, Suite 700
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11 Telephone: (310) 277-1040
12 Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
AND JONATHAN ZDEB, individually,
19 and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF SHAWN
PHILLIPS IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

1 I, Shawn Phillips, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in California.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. I have been in regular email and phone contact with my attorneys
19 and their staff throughout my involvement in the prosecution of this case and
20 have been kept apprised of key developments in the litigation. I am generally
21 familiar with the factual and legal issues in this case through my correspondence
22 and communications with my attorneys and their staff. I have also been
23 informed about the terms of the proposed settlement which is before the Court.

24 7. After reviewing and discussing the terms of the proposed settlement
25 with my attorneys and considering the issues in the case, I have concluded that
26 the proposed settlement obtained on behalf of the Class is fair and reasonable to
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1 the Class members in light of the circumstances. I also believe that the
2 attorneys' request for fees is reasonable and appropriate.

3 8. I believe that I have fairly represented the absent Class members and
4 herein request that the Court finally approve this settlement, confirm me as a
5 Class Representative, and grant the request for attorneys' fees and costs in this
6 case.

7 9. I am not aware of any conflicts of interest that prevent me from
8 being confirmed as Class Representative in this lawsuit. I am not related in any
9 way to my attorneys or to any other member of the firm that is representing me.
10 I have no business dealings or other involvement beyond this lawsuit and this
11 representation. I have not been promised any money or inducement to serve as
12 Class Representative in this action.

13 10. I request that the Court should award me a fair and reasonable
14 service award to compensate me for the work that I have performed in my role as
15 Class Representative, as well as the disruption to my business and personal life
16 that has resulted from my service as a Class Representative.

17 11. In addition to the work described above, I have also assembled
18 voluminous records evidencing the purchase, repairs, attempted repairs,
19 malfunctions, and use of my vehicle.

20 12. As Class Representative, I actively participated in the litigation and
21 have always maintained the best interests of the Class while performing my
22 Class Representative duties.

23 I declare under penalty of perjury under the laws of the State of California
24 that the foregoing is true and correct.

25 Executed this 5th day of September, 2013 at 12:30^{PM}
26 Mojave, California.

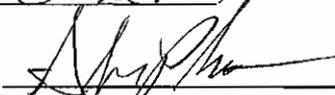
27 
28 Shawn Phillips

EXHIBIT 12

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
4 **CADDELL & CHAPMAN**
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6 Telephone: (713) 751-0400
Facsimile: (713) 751-0906

7 Payam Shahian (SBN 228406)
8 Pshahian@slpattorney.com
9 **STRATEGIC LEGAL PRACTICES, APC**
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10 Los Angeles CA 90067
11 Telephone: (310) 277-1040
12 Facsimile: (310) 943-3838

[Additional attorneys listed below signature line]
Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

16 DAVID J. KEEGAN, LUIS GARCIA,
17 ERIC ELLIS, CHARLES WRIGHT,
18 BETTY KOLSTAD, CAROL HINKLE,
AND JONATHAN ZDEB, individually,
19 and on behalf of a class of similarly
situated individuals,

20 Plaintiffs,

21 v.

22 AMERICAN HONDA MOTOR CO.,
23 INC.,

24 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**DECLARATION OF BENITTIA HALL
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

1 I, Benitta Hall, declare as follows:

2 1. I am a competent adult, over the age of eighteen, and one of the
3 Class Representative Plaintiffs in *Keegan v. American Honda Motor Co., Inc.*,
4 Case No. 10-cv-9508 (C.D. Cal.).

5 2. This declaration is based on my personal knowledge and, if called as
6 a witness, I could and would testify competently thereto.

7 3. I am named as a class representative in this case, and I am generally
8 familiar with the work involved in prosecuting the class action against Honda
9 relating to the defective control arms installed in 2006–07 Honda Civics.

10 4. I am a class member because I purchased a Honda Civic with the
11 defective control arm in Florida.

12 5. I provided my attorneys with relevant and helpful information for
13 this lawsuit regarding my experience with my vehicle, including my purchase of
14 the vehicle; the malfunctions I experienced with the vehicle; my attempts to have
15 the vehicle repaired at Honda dealerships; my discussions with Honda mechanics
16 regarding my vehicle’s malfunctions, defects and attempted repairs; and my
17 damages resulting from same.

18 6. I have been in regular email and phone contact with my attorneys
19 and their staff throughout my involvement in the prosecution of this case and
20 have been kept apprised of key developments in the litigation. I am generally
21 familiar with the factual and legal issues in this case through my correspondence
22 and communications with my attorneys and their staff. I have also been
23 informed about the terms of the proposed settlement which is before the Court.

24 7. After reviewing and discussing the terms of the proposed settlement
25 with my attorneys and considering the issues in the case, I have concluded that
26 the proposed settlement obtained on behalf of the Class is fair and reasonable to
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1 the Class members in light of the circumstances. I also believe that the
2 attorneys' request for fees is reasonable and appropriate.

3 8. I believe that I have fairly represented the absent Class members and
4 herein request that the Court finally approve this settlement, confirm me as a
5 Class Representative, and grant the request for attorneys' fees and costs in this
6 case.

7 9. I am not aware of any conflicts of interest that prevent me from
8 being confirmed as Class Representative in this lawsuit. I am not related in any
9 way to my attorneys or to any other member of the firm that is representing me.
10 I have no business dealings or other involvement beyond this lawsuit and this
11 representation. I have not been promised any money or inducement to serve as
12 Class Representative in this action.

13 10. I request that the Court should award me a fair and reasonable
14 service award to compensate me for the work that I have performed in my role as
15 Class Representative, as well as the disruption to my business and personal life
16 that has resulted from my service as a Class Representative.

17 11. In addition to the work described above, I have also assembled
18 voluminous records evidencing the purchase, repairs, attempted repairs,
19 malfunctions, and use of my vehicle.

20 12. As Class Representative, I actively participated in the litigation and
21 have always maintained the best interests of the Class while performing my
22 Class Representative duties.

23 I declare under penalty of penalty under the laws of the State of California
24 that the foregoing is true and correct.

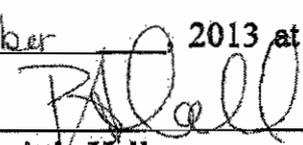
25 Executed this 5th day of September, 2013 at Jacksonville
26 Florida.
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28 Benittia Hall

EXHIBIT 13

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DAVID J. KEEGAN, LUIS GARCIA,
ERIC ELLIS, CHARLES WRIGHT,
BETTY KOLSTAD, CAROL HINKLE
AND JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

Case No. CV 10-09508-MMM-AJWx

Plaintiffs,

**DECLARATION OF
MICHAEL C. ANDOLINA**

vs.

AMERICAN HONDA MOTOR CO.,
INC., HONDA NORTH AMERICA,
INC., AND HONDA MOTOR
COMPANY, LTD.,

Defendants.

I, Michael C. Andolina, declare as follows:

1. I am partner in Sidley Austin LLP and one of the attorneys representing defendants in the above-captioned matter.

2. On March 26, 2013, I caused a notice of the proposed settlement in this case to be sent via Federal Express to the Attorney General of the United States and the attorneys general of all states and territories which class members reside. These notices were sent in accordance with Paragraph 15.2 of the Settlement Agreement and in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b).

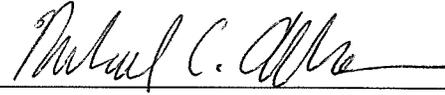
3. Attached as Exhibit A is a copy of the letter I sent to the United States Attorney General. Attached as Exhibit B is a copy of the letter I sent to the attorney general of the State of California. Identical letters were sent to the attorneys general of the 49 other states and the territories of Puerto Rico, Guam, and the U.S. Virgin Islands.

4. I included with the letters a CD with a PDF file of the documents described in the letter. Those documents include the docket in this case and various documents that have been filed with the Court.

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

Executed on September 6, 2013, in Chicago, Illinois.



Michael C. Andolina

EXHIBIT A



SIDLEY AUSTIN LLP
ONE SOUTH DEARBORN
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(312) 853 7036 FAX

mandolina@sidley.com
(312) 853-2228

BEIJING	GENEVA	SAN FRANCISCO
BRUSSELS	HONG KONG	SHANGHAI
CHICAGO	LONDON	SINGAPORE
DALLAS	LOS ANGELES	TOKYO
FRANKFURT	NEW YORK	WASHINGTON, DC

FOUNDED 1866

March 26, 2013

VIA FEDERAL EXPRESS

Attorney General Eric H. Holder, Jr.
U.S. Department of Justice
980 Pennsylvania Ave., NW
Washington, D.C. 20503-0001

**Re: Notice of proposed settlement pursuant to 28 U.S.C. § 1715:
Keegan v. American Honda Motor Co., Inc., CV 10-9508 (C.D. Cal.)**

Dear Attorney General Holder, Jr.:

We are writing on behalf of our client, American Honda Motor Co., Inc. (“Honda”), to advise your office of a proposed class action settlement in the above-referenced case. Under the Class Action Fairness Act of 2005 (“CAFA”), each defendant participating in a proposed class action settlement is required to serve a notice on the appropriate state official of each state in which a settlement class member resides.¹ *See* 28 U.S.C. § 1715(b). Because settlement class members reside in your state, we are providing you this notice in compliance with 28 U.S.C. § 1715(a)(2).

BACKGROUND

On December 10, 2010, Plaintiff David J. Keegan and other plaintiffs filed a Class Action Complaint captioned *Keegan v. American Honda Motor Co., Inc.*, Case No. 10-9508, in the U.S. District Court for the Central District of California (the “Litigation”). Plaintiffs sought to represent a nationwide class of individuals who purchased or leased certain Honda Civics. Plaintiffs filed their First Amended Complaint on May 23, 2011, alleging that model year 2006-2007 Honda Civics, model year 2006-2007 Honda Civic Hybrids, and certain model year 2008 Honda Civic Hybrids suffer from a suspension defect that results in premature or uneven rear tire wear. Honda denies any wrongdoing.

The parties engaged in settlement negotiations with the assistance of an experienced mediator. The parties have now entered into an agreement (the “Settlement Agreement”) to

¹ The Class Action Complaint and First Amended Complaint discussed below name the following affiliates of Honda as defendants: Honda North America, Inc., Honda of America Manufacturing, Inc., Honda Manufacturing of Alabama, LLC, Honda Engineering North America, Inc., and Honda Motor Company, Ltd. Pursuant to an agreement between the parties, Honda defended the claims as the sole defendant and executed the Settlement Agreement as the sole defendant. This notice is provided on behalf of all of the affiliated entities that at any point were named as defendants, as all are covered by the release in the Settlement Agreement.

Mr. Eric H. Holder, Jr.
Attorney General, U.S. Department of Justice
September 5, 2013
Page 2

resolve the Litigation. In connection with the Settlement Agreement, on March 18, 2013, plaintiffs filed their Unopposed Motion for Leave to File a Second Amended Complaint and to Amend Scheduling Order. The Settlement Agreement was filed with the Court on March 18, 2013, as an exhibit to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

COMPLIANCE WITH 28 U.S.C. § 1715

Section 1715(b) lists eight items that must be provided to appropriate state and federal officials in connection with a proposed class action settlement. Each of these items is addressed below. Page number references in this letter are to the PDF included on the attached CD-ROM. Pages of the PDF, including exhibit tabs, are numbered on the lower right corner of each page.

1. Complaint and Related Materials (28 U.S.C. § 1715(b)(1))

Exhibit 1 (p. 1-26) is a copy of the Docket in the Litigation as of March 26, 2013. *Exhibit 2* (p. 27-63) is the Class Action Complaint, filed on December 10, 2010. *Exhibit 3* (p. 64-120) is the First Amended Complaint, filed on May 23, 2011. *Exhibit 4* (p. 121-72) is the proposed Second Amended Complaint filed in conjunction with Plaintiffs' Unopposed Motion for Leave to File a Second Amended Complaint and to Amend Scheduling Order filed on March 28, 2013. *Exhibit 5* (p. 173-93) is Defendant American Honda Motor Co., Inc.'s Answer to First Amended Complaint, filed on January 20, 2012.

2. Notice of Any Scheduled Judicial Hearing (28 U.S.C. § 1715(b)(2))

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all attached materials are enclosed as *Exhibit 6* (p. 194-322). Plaintiffs' Memorandum of Points and Authorities in support of the motion is included (at p. 201), as is an executed copy of the Settlement Agreement (at p. 246). The motion for preliminary approval has been set for hearing on April 15, 2013, at 10 a.m. before Judge Morrow in Los Angeles.

3. Proposed Notification to Class Members (28 U.S.C. § 1715(b)(3))

The proposed notice to be provided to class members by first class mail is included as *Exhibit 6* at p. 296. In accordance with the Settlement Agreement, Honda will also establish a website and a toll-free phone number to allow class members to inquire about the settlement.

4. Proposed Class Action Settlement Agreement (28 U.S.C. § 1715(b)(4))

A copy of the Settlement Agreement is attached as Exhibit A to the Motion for Preliminary Approval. *See Exhibit 6* (p. 246). The Settlement Agreement includes the following exhibits:

Claim Form (p. 286-88)
Proposed Final Approval Order and Judgment (p. 290-94)
Notice (p. 296-306)

Mr. Eric H. Holder, Jr.
Attorney General, U.S. Department of Justice
September 5, 2013
Page 3

Proposed Preliminary Approval Order (p. 308-14)
Tire Reimbursement Schedule (p. 316-17)
Honda Technical Service Bulletin 08-001 (p. 319)

5. Any Settlement or Other Agreement (28 U.S.C. § 1715(b)(5))

Other than the Settlement Agreement referenced above, there are no other contemporaneous agreements between the parties.

6. Final Judgment (28 U.S.C. § 1715(b)(6))

There has been no final judgment or notice of dismissal.

7. Estimate of Class Members in Each State (28 U.S.C. § 1715(b)(7)(B))

Exhibit 7 provides the estimated number of class members in each state and their percentage of the estimated class. (*See* p. 323-24.) This chart is based upon new vehicle sales data, but the class includes purchasers of both new and used cars. While it is impossible to know which class members will participate in the settlement, Honda estimates that the proportionate share of any state's class members' claims to the entire settlement will roughly parallel the estimated percentage of sales figure provided in *Exhibit 7*.

8. Judicial Opinions Related to the Settlement (28 U.S.C. § 1715(b)(8))

There are no judicial opinions related to settlement.

TIMELINESS OF THIS NOTICE

Section 1715 provides two deadlines for service of the CAFA notice, and Honda has complied with both deadlines. First, § 1715(b) provides that defendants must serve this notice "not later than 10 days after a proposed settlement of a class action is filed in court." Honda has complied with this deadline because the settlement was filed in court on March 18, 2013, and this notice is being sent on March 26, 2013. Second, § 1715(d) provides that "[a]n order giving final approval of a proposed settlement may not be issued earlier than 90 days after" service of the notice on the appropriate state official. This notice complies with that deadline as well, because the parties have requested that the Court set the final approval hearing after June 26, 2013.

Mr. Eric H. Holder, Jr.
Attorney General, U.S. Department of Justice
September 5, 2013
Page 4

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Andolina". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael C. Andolina

Enclosure

EXHIBIT B



SIDLEY AUSTIN LLP
ONE SOUTH DEARBORN
CHICAGO, IL 60603
(312) 853 7000
(312) 853 7036 FAX

mandolina@sidley.com
(312) 853-2228

BEIJING	GENEVA	SAN FRANCISCO
BRUSSELS	HONG KONG	SHANGHAI
CHICAGO	LONDON	SINGAPORE
DALLAS	LOS ANGELES	TOKYO
FRANKFURT	NEW YORK	WASHINGTON, DC

FOUNDED 1866

March 26, 2013

VIA FEDERAL EXPRESS

Attorney General Kamala Harris
c/o CAFA Coordinator
State of California
455 Golden Gate Ave.
Ste. 11000
San Francisco, CA 94102

**Re: Notice of proposed settlement pursuant to 28 U.S.C. § 1715:
Keegan v. American Honda Motor Co., Inc., CV 10-9508 (C.D. Cal.)**

Dear Attorney General c/o CAFA Coordinator Harris:

We are writing on behalf of our client, American Honda Motor Co., Inc. (“Honda”), to advise your office of a proposed class action settlement in the above-referenced case. Under the Class Action Fairness Act of 2005 (“CAFA”), each defendant participating in a proposed class action settlement is required to serve a notice on the appropriate state official of each state in which a settlement class member resides.⁶ See 28 U.S.C. § 1715(b). Because settlement class members reside in your state, we are providing you this notice in compliance with 28 U.S.C. § 1715(a)(2).

BACKGROUND

On December 10, 2010, Plaintiff David J. Keegan and other plaintiffs filed a Class Action Complaint captioned *Keegan v. American Honda Motor Co., Inc.*, Case No. 10-9508, in the U.S. District Court for the Central District of California (the “Litigation”). Plaintiffs sought to represent a nationwide class of individuals who purchased or leased certain Honda Civics. Plaintiffs filed their First Amended Complaint on May 23, 2011, alleging that model year 2006-2007 Honda Civics, model year 2006-2007 Honda Civic Hybrids, and certain model year 2008 Honda Civic Hybrids suffer from a suspension defect that results in premature or uneven rear tire wear. Honda denies any wrongdoing.

⁶ The Class Action Complaint and First Amended Complaint discussed below name the following affiliates of Honda as defendants: Honda North America, Inc., Honda of America Manufacturing, Inc., Honda Manufacturing of Alabama, LLC, Honda Engineering North America, Inc., and Honda Motor Company, Ltd. Pursuant to an agreement between the parties, Honda defended the claims as the sole defendant and executed the Settlement Agreement as the sole defendant. This notice is provided on behalf of all of the affiliated entities that at any point were named as defendants, as all are covered by the release in the Settlement Agreement.

Ms. Kamala Harris
Attorney General c/o CAFA Coordinator, State of California
September 5, 2013
Page 2

The parties engaged in settlement negotiations with the assistance of an experienced mediator. The parties have now entered into an agreement (the "Settlement Agreement") to resolve the Litigation. In connection with the Settlement Agreement, on March 18, 2013, plaintiffs filed their Unopposed Motion for Leave to File a Second Amended Complaint and to Amend Scheduling Order. The Settlement Agreement was filed with the Court on March 18, 2013, as an exhibit to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

COMPLIANCE WITH 28 U.S.C. § 1715

Section 1715(b) lists eight items that must be provided to appropriate state and federal officials in connection with a proposed class action settlement. Each of these items is addressed below. Page number references in this letter are to the PDF included on the attached CD-ROM. Pages of the PDF, including exhibit tabs, are numbered on the lower right corner of each page.

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3. Proposed Notification to Class Members (28 U.S.C. § 1715(b)(3))

The proposed notice to be provided to class members by first class mail is included as *Exhibit 6* at p. 296. In accordance with the Settlement Agreement, Honda will also establish a website and a toll-free phone number to allow class members to inquire about the settlement.

4. Proposed Class Action Settlement Agreement (28 U.S.C. § 1715(b)(4))

A copy of the Settlement Agreement is attached as Exhibit A to the Motion for Preliminary Approval. See *Exhibit 6* (p. 246). The Settlement Agreement includes the following exhibits:

Claim Form (p. 286-88)

Ms. Kamala Harris
Attorney General c/o CAFA Coordinator, State of California
September 5, 2013
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Proposed Final Approval Order and Judgment (p. 290-94)
Notice (p. 296-306)
Proposed Preliminary Approval Order (p. 308-14)
Tire Reimbursement Schedule (p. 316-17)
Honda Technical Service Bulletin 08-001 (p. 319)

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Other than the Settlement Agreement referenced above, there are no other contemporaneous agreements between the parties.

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Exhibit 7 provides the estimated number of class members in each state and their percentage of the estimated class. (*See* p. 323-24.) This chart is based upon new vehicle sales data, but the class includes purchasers of both new and used cars. While it is impossible to know which class members will participate in the settlement, Honda estimates that the proportionate share of any state's class members' claims to the entire settlement will roughly parallel the estimated percentage of sales figure provided in *Exhibit 7*.

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There are no judicial opinions related to settlement.

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Section 1715 provides two deadlines for service of the CAFA notice, and Honda has complied with both deadlines. First, § 1715(b) provides that defendants must serve this notice "not later than 10 days after a proposed settlement of a class action is filed in court." Honda has complied with this deadline because the settlement was filed in court on March 18, 2013, and this notice is being sent on March 26, 2013. Second, § 1715(d) provides that "[a]n order giving final approval of a proposed settlement may not be issued earlier than 90 days after" service of the notice on the appropriate state official. This notice complies with that deadline as well, because the parties have requested that the Court set the final approval hearing after June 26, 2013.

Ms. Kamala Harris
Attorney General c/o CAFA Coordinator, State of California
September 5, 2013
Page 4

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Andolina". The signature is written in a cursive style with a long horizontal flourish at the end.

Michael C. Andolina

Enclosure

EXHIBIT 14

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DAVID J. KEEGAN, LUIS GARCIA,
ERIC ELLIS, CHARLES WRIGHT,
BETTY KOLSTAD, CAROL HINKLE
AND JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

Plaintiff,

v.

AMERICAN HONDA MOTOR CO,
INC.,

Defendant.

**CASE NO. CV10-09508 MMM
(FJWx)**

**DECLARATION OF GREGORY A.
ROMER**

1. I am Gregory A. Romer, the Manager of the Chino Support Center for American Honda Motor Co., Inc. (“Honda”). The following statements are based on my personal knowledge and information provided by other Honda employees and contingent staff working with me or under my supervision.

2. Pursuant to the Settlement Agreement in this case, Honda was appointed to administer the notice procedure.

3. Working with POLK, the nationally-recognized automotive data provider, as well as state departments of motor vehicles, Honda identified 1,254,673 individuals who are current or former owners of Class Vehicles, and thus members of the Settlement Class. Between June 14, 2013 and July 31, 2013, POLK sent notice of the proposed settlement by first-class mail to these Settlement Class Members in the form of the approved Notice. In addition, a Claim Form was included in the mailing. As of September 6, 2013, all of the undeliverable Notices that were returned to POLK with a forwarding address had been re-mailed to new addresses.

4. As of September 6, 2013, Honda had received 101 exclusion requests from Class Members.

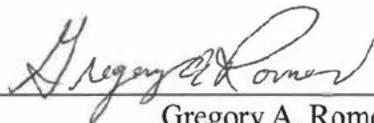
5. In addition to the mailed notice, Honda established and is maintaining a toll-free phone number (1-888-888-3082) to answer questions from Class Members. The toll-free number became operational on June 14, 2013. As of September 6, 2013, Honda had received approximately 5,100 calls at this number. Honda also established and is maintaining a website for the settlement, www.settlement-claims.com/controlArm, which went live on June 14, 2013. As of September 6, 2013, Honda estimates the website had received approximately 12,000 visits. The website includes the Settlement Agreement, the Notice, answers to frequently asked questions, and various other pleadings and information.

6. As of September 6, 2013, Honda has received approximately 9,500 claims from Class Members for pro rata reimbursements for tire purchases. Honda is currently processing and reviewing those claims.

7. In addition to pro rata reimbursements, the settlement provides for the replacement of control arms on covered Class Vehicles. Honda has been replacing these control arms free of charge, despite the fact that the settlement has not received final approval. As of September 6, 2013, approximately 20,000 Class Members have had their vehicles' control arms replaced.

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

Signed on September 6, 2013 in Chino, California



Gregory A. Romer

1 Michael A. Caddell (State Bar No. 249469)
mac@caddellchapman.com
2 Cynthia B. Chapman (State Bar No. 164471)
3 Cory S. Fein (State Bar No. 250758)
CADDELL & CHAPMAN
4 1331 Lamar, Suite 1070
5 Houston TX 77010-3027
6 Telephone: (713) 751-0400
Facsimile: (713) 751-0906

7 Payam Shahian (SBN 228406)
8 Pshahian@slpattorney.com
9 **STRATEGIC LEGAL PRACTICES, APC**
10 1875 Century Park East, Suite 700
Los Angeles CA 90067
11 Telephone: (310) 277-1040
12 Facsimile: (310) 943-3838

13 [Additional attorneys listed below signature line]
14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

17 DAVID J. KEEGAN, LUIS
18 GARCIA, ERIC ELLIS, CHARLES
19 WRIGHT, BETTY KOLSTAD,
20 CAROL HINKLE, AND
21 JONATHAN ZDEB, individually,
and on behalf of a class of similarly
situated individuals,

22 Plaintiffs,

23 v.

24 AMERICAN HONDA MOTOR
25 CO., INC.,

26 Defendant.

Case No. 2:10-cv-09508-MMM-AJW

**[PROPOSED] FINAL ORDER
AND JUDGMENT**

Date: October 28, 2013
Time: 10:00 a.m.
Place: Courtroom 780

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1 The Settlement Agreement and Release entered into on March 18, 2013 (the
2 “Settlement Agreement”) between Plaintiffs and Defendant in the above-captioned
3 class action (the “Action”) was presented at the Fairness Hearing on October 28,
4 2013, pursuant to the Preliminary Approval Order entered on April 11, 2013. The
5 Court has determined that notice of the Fairness Hearing was given in accordance
6 with the Preliminary Approval Order to members of the Settlement Class, and that
7 the notice was adequate. Accordingly, the Court orders as follows:

8 1. This Judgment incorporates by reference the definitions in the
9 Settlement Agreement.

10 2. This Court has jurisdiction over the subject matter of the Action and
11 over all members of the Settlement Class.

12 3. The Notice has been disseminated to the Settlement Class in the
13 manner directed by the Preliminary Approval Order, and a declaration from
14 Gregory A. Romer attesting to the proof of the mailing of the Notice to the
15 Settlement Class has been filed with the Court. The Court finds that the Notice
16 fairly and accurately informed Settlement Class Members of the material aspects
17 of this Action and the proposed settlement and constituted adequate notice. The
18 Notice apprised Class Members of the pendency of this Action, their right to
19 object or exclude themselves from the proposed settlement, and their right to
20 appear at the Fairness Hearing, and it conformed with the requirements of Federal
21 Rule of Civil Procedure 23(c)(2).

22 4. This Court approves the terms of the Settlement Agreement as fair,
23 reasonable, and adequate and in the best interests of the Settlement Class. In
24 arriving at this conclusion, the Court has considered:

- 25 a. The strength of the Class Members’ case;
- 26 b. The risk, expense, complexity, and likely duration of
- 27 further litigation;

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- 1 c. The risk of maintaining class action status throughout
- 2 the trial;
- 3 d. The amount offered in Settlement;
- 4 e. The extent of discovery completed and the stage of the
- 5 proceedings;
- 6 f. The experience and views of counsel;
- 7 g. The presence of a government participant; and
- 8 h. The reaction of the Class Members to the proposed
- 9 Settlement.

10 *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

11 5. Regarding the first and fourth factors, the Court finds that the
12 Settlement will result in a recovery that is fair in light of the likely outcome of the
13 litigation.

14 6. Regarding the second factor, the Court finds that continued litigation
15 would be complex, lengthy, and expensive. Continued litigation efforts
16 accordingly would be exceedingly expensive for the parties and counsel.

17 7. Regarding the seventh and eighth factors, the Court finds that
18 reaction to the Settlement from Class Members has been positive, with only a
19 relatively small number of Class Members objecting or opting out of the
20 Settlement, and no governmental officials responding to the 28 U.S.C. § 1715(b)
21 notice with any objections.

22 8. Regarding the sixth factor, the Court finds that Plaintiffs' counsel,
23 who support the Settlement, are competent and experienced in class-action
24 litigation.

25 9. Regarding the fifth factor, the Court finds that the parties to this case
26 have engaged in significant adversarial discovery and motion practice and that this
27 Settlement is based on a well-developed record.

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1 10. The Court further finds that the Settlement is the product of arm's
2 length negotiations presided over by a competent mediator.

3 11. The Court dismisses with prejudice all claims belonging to the
4 Representative Plaintiffs and Settlement Class Members who did not timely and
5 validly request exclusion from the Settlement Class. Except as expressly provided
6 in the Settlement Agreement, each of the Parties, including each Settlement Class
7 Member, shall bear his, her or its own costs and attorneys' fees.

8 12. Pursuant to Paragraph 7.1 of the Settlement Agreement, upon the
9 Effective Date the Representative Plaintiffs and each of the Settlement Class
10 Members shall be deemed to have, and by operation of this Judgment shall have,
11 fully, finally and forever released, waived, relinquished and discharged American
12 Honda Motor Co., Inc.; all of its parents, subsidiaries and affiliates, including but
13 not limited to Honda Motor Co., Ltd., Honda North America, Inc., Honda of
14 America Mfg., Inc., Honda R&D Co., Ltd., Honda R&D Americas, Inc., Honda
15 Manufacturing of Alabama, LLC and Honda Engineering North America, Inc.,
16 and each of their respective parent companies, subsidiaries, affiliated companies,
17 divisions and suppliers; all Authorized Honda Dealers and distributors; and the
18 past, present and future officers, directors, shareholders, employees, affiliates,
19 parents, subsidiaries, agents, attorneys, suppliers, vendors, predecessors,
20 successors, insurers, trustees, representatives, heirs, executors, and assigns of all
21 of the foregoing, from any and all claims, demands, rights, liabilities and causes of
22 action of every nature and description whatsoever, known or unknown, suspected
23 or unsuspected, matured or unmatured, contingent or non-contingent, asserted or
24 unasserted, or based upon any theory of law or equity now existing or coming into
25 existence in the future, including but not limited to conduct that is negligent,
26 fraudulent, intentional, sounds in warranty either implied or express, contract or a
27 breach of any duty, law or rule, without regard to the subsequent discovery or
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1 existence of different or additional facts, arising out of or related in any way to
2 alleged issues relating to camber settings in the Settlement Class Vehicles or the
3 premature, uneven, or irregular wear of tires on the Settlement Class Vehicles;
4 provided, however, that the Released Claims do not include claims for death,
5 personal injury or damage to property. The Released Claims include claims that a
6 Settlement Class Member does not know to exist as of the Effective Date, which if
7 known might have affected the Settlement Class Member's decision not to object
8 to the settlement, or not to seek exclusion from the Settlement Class. Upon the
9 Effective Date all Settlement Class Members shall be deemed to have, and by
10 operation of this Judgment shall have, expressly waived the rights and benefits of
11 any provision of the laws of the United States or of any state or territory which
12 provides that a general release does not extend to claims which a party does not
13 know or suspect to exist at the time of agreeing to the release, which if known to
14 the party may have materially affected the decision to provide the release.

15 13. The Representative Plaintiffs and all Settlement Class Members are
16 enjoined from commencing, prosecuting, instituting, continuing, or in any way
17 participating in the commencement or prosecution of any suit asserting any of the
18 Released Claims against any of the Released Persons. This injunction does not
19 affect the rights of any state or federal agency to take any regulatory action it sees
20 fit or preclude Plaintiffs and Settlement Class Members from cooperating or
21 participating in such an action.

22 14. The Settlement Agreement and any related negotiations, statements,
23 or proceedings shall not be construed or deemed evidence of an admission by any
24 of the Released Persons or any other person of any fault, liability, or wrongdoing
25 as to any facts or claims asserted in the Action, or that any person has suffered any
26 damage attributable in any manner to any of the Released Persons. The existence
27 of the Settlement Agreement, its contents, and any related negotiations,
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1 statements, or proceedings shall not be offered or admitted into evidence or
2 otherwise used by any person for any purpose in the Action or otherwise, except
3 as may be necessary to enforce the settlement. Notwithstanding the foregoing,
4 any of the Released Persons may file the Settlement Agreement, or any judgment
5 or order of the Court related to it, in any other action that may be brought against
6 them, to support any defenses based on res judicata, collateral estoppel, release, or
7 any other theory of claim preclusion or issue preclusion.

8 15. The Court approves attorneys' fees to Class Counsel in the amount of
9 \$2,865,413.47. The Court further approves expenses to Class Counsel in the
10 amount of \$299,586.53. Within 30 days after the Effective Date, or within 30
11 days after the date when all appeals with respect to Class Counsel fees and
12 expenses have been fully resolved, whichever occurs later, Honda shall pay these
13 amounts to Michael A. Caddell of Caddell & Chapman to be distributed to Class
14 Counsel.

15 16. The Court awards a service award of \$35,000 in total and directs
16 Honda to pay this amount to the Representative Plaintiffs through Class Counsel,
17 to be distributed as shown in the table below.

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PLAINTIFF	AWARD
David J. Keegan	\$5,500
Luis Garcia	\$5,500
Eric Ellis	\$5,500
Charles Wright	\$5,500
Bet Kolstad	\$5,500
Carol Hinkle	\$5,500
Shawn Phillips	\$1,000
Benittia Hall	\$1,000
Total	\$35,000

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17. The Court finds that these amounts are reasonable in light of the Representative Plaintiffs' contributions to the litigation, with the larger awards to Mssrs. Keegan, Garcia, Ellis, Wright, Kolstad, and Hinkle being justified by the greater inconvenience experienced by these Representative Plaintiffs from having been deposed and having presented their vehicles for inspection.

18. If the settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be void as provided in the Settlement Agreement.

19. All Settlement Class Members who failed to file a timely and valid objection to the Settlement Agreement are deemed to have waived any objections and are bound by all terms of the Settlement Agreement, including the release and this Final Order and Judgment.

20. Without affecting the finality of the Final Order and Judgment in any way, the Court reserves continuing and exclusive jurisdiction over the parties, including all members of the Settlement Class as defined above, and the execution, consummation, administration, and enforcement of the terms of the Settlement Agreement.

21. The Parties to the Settlement Agreement are directed to consummate the settlement in accordance with the Settlement Agreement, and the Clerk of this Court is directed to enter this Order and Final Judgment.

SIGNED at Los Angeles, California, this ____ day of _____, 2013

MARGARET M. MORROW
UNITED STATES DISTRICT
JUDGE