

**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



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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



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

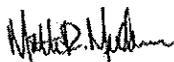
THE LAW OFFICE OF ROBERT L. STARR



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

MAZIE SLATER KATZ & FREEMAN, LLC



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

**Representative Plaintiffs:**

*David J. Keegan*  
\_\_\_\_\_  
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:**

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David J. Keegan

---

Luis Garcia



3/15/13

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Eric Ellis

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Charles Wright

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Betty Kolstad

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Carol Hinkle

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Shawn Phillips

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Benittia Hall

**Representative Plaintiffs:**

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Benittia Hall

2-15-13

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Eric Ellis

\_\_\_\_\_  
Charles Wright

\_\_\_\_\_  
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*Carol Hinkle*  
\_\_\_\_\_  
Carol Hinkle

\_\_\_\_\_  
Shawn Phillips

\_\_\_\_\_  
Benittia Hall

**Representative Plaintiffs:**

\_\_\_\_\_  
David J. Keegan

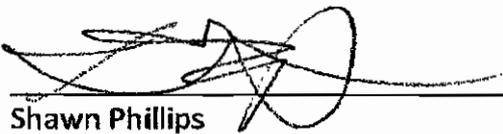
\_\_\_\_\_  
Luis Garcia

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Eric Ellis

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Charles Wright

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Carol Hinkle

  
\_\_\_\_\_  
Shawn Phillips

\_\_\_\_\_  
Benittia Hall

**Representative Plaintiffs:**

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David J. Keegan

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Luis Garcia

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Eric Ellis

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Charles Wright

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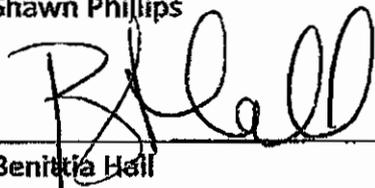
Betty Kolstad

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Carol Hinkle

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Shawn Phillips



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Benittia Hill

**For Defendant American Honda Motor Co., Inc.:**

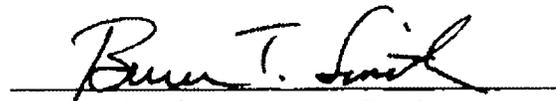
SIDLEY AUSTIN LLP

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

# EXHIBIT 1

American Honda Motor Co., Inc.  
Uneven or Rapid Rear Tire Wear Claim Form

**CLAIM FORM FOR UNEVEN OR RAPID REAR TIRE WEAR  
2006 AND 2007 HONDA CIVIC and 2006, 2007, AND 2008 HONDA CIVIC HYBRID**

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 \_\_\_\_\_ Evening Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ e-mail \_\_\_\_\_

**Claim Form Instructions:**

**This form covers two separate claims for reimbursement that are available to members of the Settlement Class. Eligible Settlement Class Members can make one or both claims.**

**Your Claim Form must be sent to Honda at the address on page 2 of this form and postmarked no later than \_\_\_\_\_, 201\_\_**

1. Settlement Class Members who previously paid for Control Arm Replacements may submit a claim for reimbursement. (See Part Two 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 Claim Form no later than \_\_\_\_\_, 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. (See Part Three of this Form.) Honda will reimburse you in accordance with the schedule attached to the Class Notice as Exhibit \_\_\_\_\_. To be eligible for reimbursement, Settlement Class Members must provide Proof of Payment for Reimbursable Tire Wear and submit a valid Claim Form no later than \_\_\_\_\_, 201\_\_.
3. Current Settlement Class vehicle owners or lessees who have NOT received Control Arm Replacements may be eligible to receive Control Arm Replacements without charge at an Authorized Honda Dealer. To be eligible, you must (1) provide proof that your tires have experienced Reimbursable Tire Wear; and (2) present your Civic and your proof of Reimbursable Tire Wear to an Authorized Honda Dealer no later than \_\_\_\_\_, 201\_\_. Proof requires either an inspection at an Authorized Honda Dealer that finds Reimbursable Tire Wear or Proof of Payment establishing Reimbursable Tire Wear.
4. If you believe that you are eligible for Control Arm Replacement, please contact your Authorized Honda Dealer. **You do not need to complete a Claim Form if you are a Current Settlement Class vehicle owner or lessee and are only seeking Control Arm Replacement.**

**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](http://www.ControlArmSettlement.com).

Return this claim form to:

Honda  
 P.O. Box \_\_\_\_\_  
 Torrance, CA \_\_\_\_\_ - \_\_\_\_\_

**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](http://www.ControlArmSettlement.com).

# EXHIBIT 2

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 )  
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26 )  
27 )  
28 )

Case No.: CV 10-09508-MMM-AJW  
**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

1  
2 The Settlement Agreement and Release entered into on March 18, 2013 (the  
3 “Settlement Agreement”) between Plaintiffs and Defendant in the above-captioned  
4 class action (the “Action”) was presented at the Fairness Hearing on \_\_\_\_\_,  
5 2013, pursuant to the Preliminary Approval Order entered on \_\_\_\_\_, 2013. The  
6 Court has determined that notice of the Fairness Hearing was given in accordance  
7 with the Preliminary Approval Order to members of the Settlement Class, and that the  
8 notice was adequate. Accordingly, the Court orders as follows:

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

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

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

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

25 5. The Parties to the Settlement Agreement are directed to consummate the  
26 settlement in accordance with the Settlement Agreement, and the Clerk of this Court is  
27 directed to enter this Order and Final Judgment.  
28

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  
21  
22  
23  
24  
25  
26  
27  
28

# 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? .....3

2. WHY SHOULD I READ THIS NOTICE? .....3

3. WHAT IS THE LAWSUIT ABOUT? .....3

4. WHAT IS A CLASS ACTION? .....3

5. HOW DO I KNOW IF I AM A CLASS MEMBER? .....3

6. WHY IS THERE A SETTLEMENT? .....4

7. WHAT CAN I GET UNDER THE SETTLEMENT? .....4

8. HOW DO I MAKE A CLAIM? .....6

9. WHAT DO I GIVE UP IF THE SETTLEMENT IS APPROVED? .....7

10. WHO WILL DETERMINE WHETHER THE SETTLEMENT IS FAIR? ....7

11. CAN I OBJECT TO THE SETTLEMENT? .....7

12. WHAT SHOULD I DO IF I DO NOT WANT TO PARTICIPATE  
IN THE SETTLEMENT? .....8

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING  
TO THE SETTLEMENT AND EXCLUDING MYSELF  
FROM THE SETTLEMENT? .....9

14. WHO REPRESENTS THE CLASS? .....9

15. WHO IS RESPONSIBLE FOR CLASS COUNSEL’S FEES? .....10

16. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS? .....10

17. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING? .....10

18. WHERE CAN I GET MORE INFORMATION? .....11

**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. To receive benefits, class members must submit a valid Claim Form.

**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 tire shops, 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 \_\_\_\_\_, 2013.

**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 \_\_\_\_\_, 2013.

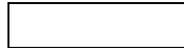
**B. Reimbursement for Tire Wear:** If you replaced your tires due to uneven or rapid tire wear, you may submit a claim for reimbursement. Honda will reimburse you on a pro rata basis in accordance with the following chart:

**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%	75%	50%	50%	0%	50%
3,501-6,500	100%	100%	100%	75%	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	0%	0%	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 \_\_\_\_\_, 2013.

**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 \_\_\_\_\_  
 XXXXXX, CA XXXXX-XXXX\_\_

All Claim Forms and supporting documents must postmarked by \_\_\_\_\_, 2013.

**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 \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m./p.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 \_\_\_\_\_, 2013 [approximately 45 days after mailing of the Notice].*

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 \_\_\_\_\_, 2013, and must be mailed to the Settlement*

*Administrator:*

Honda  
P.O. Box \_\_\_\_\_  
XXXXXXX, CA XXXXX-XXXX \_\_\_\_\_

**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 \_\_\_\_\_, 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.

**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](http://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.**

Date: \_\_\_\_\_, 2013

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, )  
4 ERIC ELLIS, CHARLES WRIGHT, )  
5 BETTY KOLSTAD, CAROL HINKLE, )  
6 and JONATHAN ZDEB, individually )  
and on behalf of themselves and others )  
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  
22  
23  
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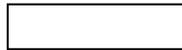
# EXHIBIT 5

**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%	75%	50%	50%	0%	100%
3,501-6,500	100%	100%	100%	75%	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	0%	0%	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)

# 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

Tread 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)*.

#3173

**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

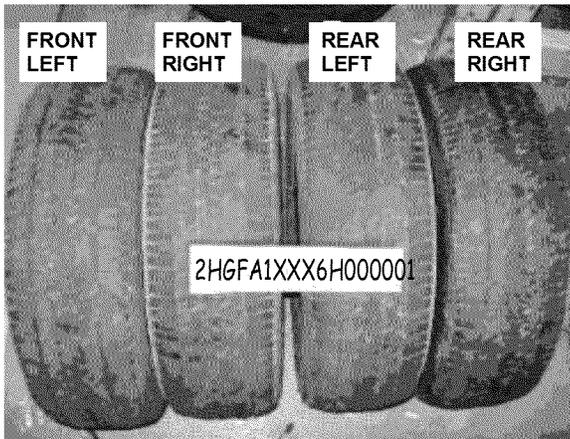
Failed Part: P/N 04523-SNA-A000  
 H/C 8820698  
 Defect Code: 00504  
 Symptom Code: 04217  
 Skill Level: Repair Technician

**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.)



**Photo #2:**

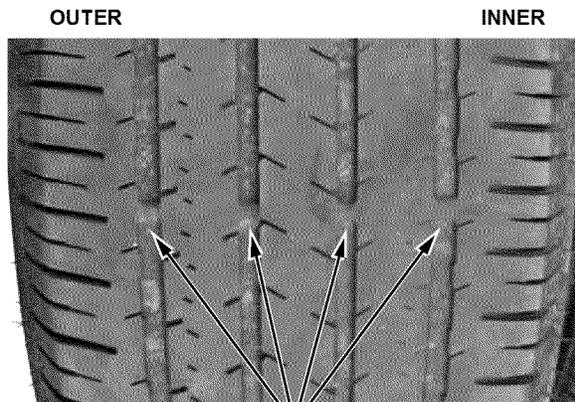
Set the camera to macro mode (close-up), and select the tire with the most tread wear. Measure the tread depth of the tire at one of the grooves closest to the middle of the tire, and take a photo of the gauge in the tire clearly showing the remaining tread depth. If the inner edge of the tire is bald 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.



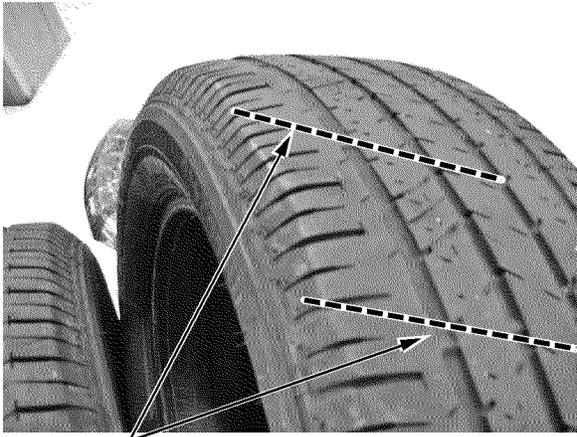
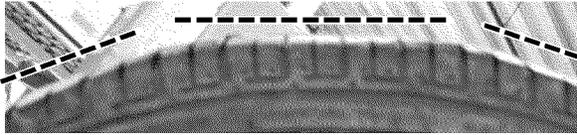
WEAR BARS

**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.

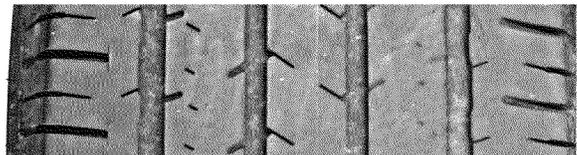
OUTER

INNER



OUTER

INNER



#3175

**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.

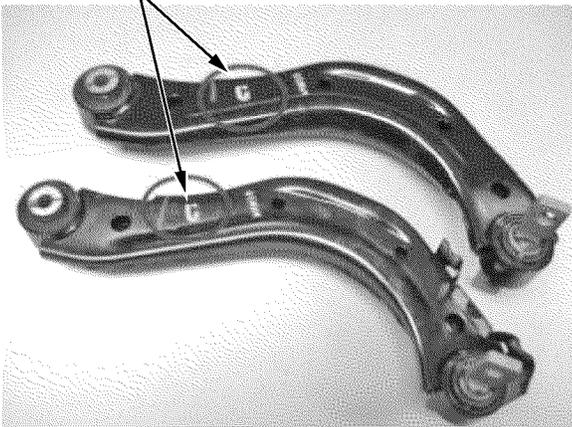
**No** - Disregard this service bulletin, and continue with normal troubleshooting (accident damage, alignment, tire pressures, etc.).

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.

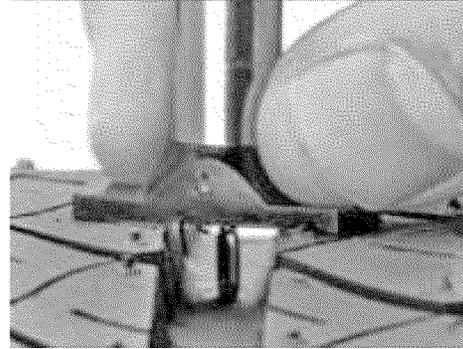
*Do the tires show diagonal or inner edge wear?*

**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)**