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Attorneys for the Plaintiffs

ORIGINAL FILED

AUG 08 2011

**LOS ANGELES
SUPERIOR COURT**

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

THERON COOPER and ALICE TRAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC., a
California corporation,

Defendant.

NO. BC448670

**DECLARATION OF BETH E.
TERRELL IN SUPPORT OF: (1)
PLAINTIFFS' UNOPPOSED
MOTIONS FOR FINAL
APPROVAL OF CLASS
SETTLEMENT; AND (2)
ATTORNEYS' FEES AND
INCENTIVE PAYMENTS**

Complaint Filed: November 1, 2010

CLASS ACTION

Judge: Hon. William F. Highberger

Department: 307

Date: Friday, September 16, 2011

Time: 11:00 a.m.

DECLARATION OF BETH E. TERRELL IN SUPPORT OF: (1)
PLAINTIFFS' UNOPPOSED MOTIONS FOR FINAL
APPROVAL OF CLASS SETTLEMENT; AND (2)
ATTORNEYS' FEES AND INCENTIVE PAYMENTS - 1

1 I, Beth E. Terrell, declare as follows:

2 1. I am a member of Terrell Marshall Daudt & Willie PLLC ("TMDW"), co-
3 counsel for Plaintiffs and proposed class members in this matter. I am a member in good
4 standing of the bars of the States of Washington and California. I respectfully submit this
5 declaration in support of Plaintiffs' motion for final approval of class action settlement and
6 plaintiffs' counsels' motion for award of attorneys' fees, costs and expenses of the above-
7 captioned class action. Except as otherwise noted, I have personal knowledge of the facts set
8 forth in this declaration, and could testify competently to them if called upon to do so.

9 2. The deadline for objecting to the settlement is August 26, 2011. As of Friday
10 August 5, 2011, Plaintiffs' counsel had received twenty-three written comments on the
11 settlement. One person wrote in favor of the settlement. Some of the individuals commenting
12 on the settlement sent their comments only to Honda's counsel. I understand that Honda's
13 counsel has forwarded to us all comments that they have received regarding this settlement as
14 of August 5, 2011. Attached hereto as Exhibit 1 is a Compendium of Objections compiling
15 true and correct copies of all the written objections that Plaintiffs' counsel has received, either
16 directly from the class members or from Honda's counsel. Plaintiffs will respond to any further
17 objections after the objection deadline expires on August 26, 2011.

18 3. In addition to the written comments, TMDW has received and responded to
19 hundreds of telephone calls and several letters from class members inquiring about the
20 settlement. The attorneys and staff at TMDW have spent approximately 87.4 hours answering
21 questions regarding the settlement and claims process. We have observed that class members
22 have generally expressed positive views about the terms of the settlement and have been
23 pleased that they have the ability to replace their visors or obtain reimbursement for past
24 repairs. Attached hereto as Exhibit 2 is a true and correct copy of a letter from Amanda Khatib,
25 who writes in favor of the settlement and thanks class counsel "for speaking on behalf of all
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27 DECLARATION OF BETH E. TERRELL IN SUPPORT OF: (1)
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APPROVAL OF CLASS SETTLEMENT; AND (2)
ATTORNEYS' FEES AND INCENTIVE PAYMENTS - 2

1 class members.” Based on my professional experience, I expect we may receive calls and
2 correspondence from class members for many months, if not years, into the future.

3 4. Attached hereto as Exhibit 3 is a true and correct copy of excerpts from the
4 deposition of Richard C. Shannon, dated January 24, 2011.

5 5. Attached hereto as Exhibit 4 is a true and correct copy of documents produced
6 by Honda, regarding warranty claims, Bates-stamped AHM0010-13.

7 6. Attached hereto as Exhibit 5 is a true and correct copy of a Technical Service
8 Bulletin, dated October 22, 2010, Bates-stamped AHM0004.

9 7. Attached hereto as Exhibit 6 is a true and correct copy of a Technical Service
10 Bulletin, dated May 16, 2008, Bates-stamped AHM0005.

11 8. TMDW is a law firm in Seattle, Washington, that focuses on complex civil and
12 commercial litigation with an emphasis on consumer protection, product liability, employment,
13 real estate, and personal injury matters. The attorneys of TMDW have extensive experience in
14 class actions, collective actions, and other complex matters. They have been appointed lead or
15 co-lead class counsel in numerous cases at both the state and federal level. They have
16 prosecuted and defended a variety of multi-million-dollar disputes involving consumer fraud,
17 securities fraud, product defect, and anti-trust issues. The defendants in these cases have
18 included companies such as Walmart, Microsoft, Best Buy, Toyota, Sallie Mae, Comcast,
19 ABM Industries, Inc., Dell, Inc., and T-Mobile.

20 9. A founding member of TMDW, I concentrate my practice in complex litigation,
21 including the prosecution of consumer, defective product, anti-trust, and wage and hour class
22 actions. I have served as co-lead counsel on numerous multi-state and nationwide class actions.
23 I also handle a variety of employment issues including employment discrimination, restrictive
24 covenant litigation, and pre-litigation counseling and advice. I received a B.A., magna cum
25 laude, from Gonzaga University in 1990. In 1995, I received my J.D. from the University of
26

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ATTORNEYS’ FEES AND INCENTIVE PAYMENTS - 3

1 California, Davis School of Law, Order of the Coif. Prior to forming TMD in May 2008, I was
2 a member of Tousley Brain Stephens PLLC. I have litigated numerous consumer class actions
3 involving California consumer laws (including cases in state and federal court in California)
4 and have been admitted to practice in California since graduating from law school.

5 10. Jennifer Rust Murray is also a founding member of Terrell Marshall & Daudt
6 PLLC. Ms. Murray graduated from the University of Washington School of Law in 2005
7 where she was a member of the Washington Law Review. Her law review article entitled
8 "Proving Cause in Fact under Washington's Consumer Protection Act: The Case for a
9 Rebuttable Presumption of Reliance" won the Carkeek prize for best submission by a student
10 author. Prior to law school, Ms. Murray earned her Ph.D. in Philosophy from Emory
11 University. Ms. Murray has been an active member of the Washington State Bar Association
12 since her admission to the bar in 2005. In 2010, Ms. Murray was admitted to the Oregon State
13 Bar. In 2011, Ms. Murray was named a Washington "Rising Star" by SuperLawyer Magazine.
14 Ms. Murray focuses her practice on complex commercial litigation with an emphasis on
15 consumer and employment issues and has represented both plaintiffs and defendants in many
16 class and collective actions including *Kirkpatrick v. Ironwood Communications, Inc.*, *Morden*
17 *v. T-Mobile*, *McGinnity v. AutoNation, Inc.*, *Godfrey v. Chelan County P.U.D.*, *Barnett v. Wal-*
18 *Mart*, *Khadera v. ABM Industries, Inc.*, *Lettic v. Spectrum Glass, Inc.*, *Lewis v. First*
19 *American Title Insurance Co.*, and *Boucher v. First American Title Insurance Co.*

20 11. TMDW is currently involved in litigating the following consumer protection
21 class actions:

- 22 • *Mlejnecky et al. v. Olympus Imaging Am. Inc.*, filed in 2010 on behalf of owners
23 of cameras containing defects that cause the cameras to fail or malfunction when
24 underwater or when dropped, despite Olympus's representations that the
25 cameras were waterproof and shockproof.

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- *Brown v. U.S. Bank, N.A.*, filed in 2010 on behalf of Washington consumers who from October 13, 2006 through the present incurred overdraft fees on debit card transactions as a result of U.S. Bank's practice of re-sequencing transactions from highest to lowest.
- *Milligan et al. v. Toyota Motor Sales, Inc.*, filed in 2009 on behalf of owners of 2001 – 2003 Toyota RAV4s containing defective Electronic Computer Modules ("ECM") which cause harsh shifting conditions and permanent damage to the transmissions.
- *Arthur et al. v. Sallie Mae*, filed in 2009 on behalf of consumers who received automated, pre-recorded phone calls on their personal cell phones in violation of the TCPA.
- *Kitec Consolidated Cases*, in which TMD serves as co-counsel in a national class action lawsuit against the manufacturers of defective hydronic heating and plumbing systems.
- *Boucher v. First American Title Ins. Co.* is a class action filed on behalf of title insurance customers who were overcharged for title insurance when they refinanced their mortgages.
- *Qwest Price for Life and ETF Class Actions*, filed on behalf of consumers whose rates for high speed internet service were increased despite a "Price for Life" contract agreement, or who were charged an Early Termination Fee ("ETF") for cancelling their high speed internet service prior to the end of their term commitment, even if they did not knowingly agree to a term commitment and were not told about the ETF prior to cancelling service.
- *Comcast Robocalling Class Actions*, two consolidated cases filed on behalf of consumers who received automated, pre-recorded solicitation phone calls from Defendants in violation of the Washington Consumer Protection Act.
- *Chesbro v. Best Buy Co., L.P.*, filed on behalf of consumers who received automated, pre-recorded solicitation phone calls from the defendant in violation of the TCPA and the Washington Consumer Protection Act.

- *In re General Motors OnStar Litigation*, a consolidated group of lawsuits consumers brought against multiple auto manufacturers due to the failure of analog OnStar equipment in their vehicles and the resulting termination of OnStar service.

12. The total number of hours expended on this litigation by TMDW is 481.9 hours.

The total lodestar for TMDW through August 5, 2011, calculated at the billing rates charged in similar cases is \$192,901.50. The following table lists the TMDW attorneys and professional personnel and summarizes their work on the case that is included in the lodestar figure for TMDW, as well as the current hourly rates. The hourly rate shown for any attorney or paralegal who is no longer employed with TMDW reflects the last rate that applied at the time of their employment:

NAME AND POSITION	DESCRIPTION OF WORK PERFORMED	RATE	HOURS BILLED	TOTAL
ATTORNEYS				
Beth E. Terrell Partner at Terrell Marshall Daudt & Willie PLLC J.D. from Univ. of California, Davis School of Law, Order of the Coif, 1995	Investigated factual allegations and potential claims; analyzed various legal and factual issues; worked on complaint; worked on case strategy; worked on pleadings and correspondence; prepared for and attended mediation; worked on expert issues; worked on discovery matters; prepared for deposition; took deposition of Honda representative; worked on settlement issues; worked on motion for preliminary approval; worked on fee mediation issues.	\$600	165.2	\$99,120
Jennifer Rust Murray Partner at Terrell Marshall Daudt & Willie PLLC J.D. from Univ. of Washington School of Law, 2005	Investigated claims; analyzed legal and factual issues; worked on complaint; worked on discovery matters; drafted motions and pleadings; prepared for and attended mediation; responded to class member calls; reviewed documents produced by Defendant; worked on settlement issues; worked on final approval papers.	\$450	141.5	\$63,675

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NAME AND POSITION	DESCRIPTION OF WORK PERFORMED	RATE	HOURS BILLED	TOTAL
LAW CLERKS				
Charlotte Sanders Law Clerk at Terrell Marshall Daudt & Willie PLLC from May 2010 – June 2011 J.D. from Univ. of Washington School of Law, 2011	Researched legal and factual issues; worked on motion to seal.	\$265	6.1	\$1,616.50
PARALEGALS				
Eden B. Nordby Paralegal at Terrell Marshall Daudt & Willie PLLC since June 2008 BA. Sarah Lawrence College, 2005.	Worked on pleadings and correspondence; worked on court filings; responded to class member calls; updated call log; analyzed data regarding warranty claims.	\$275	3.2	\$880
Bradford Kinsey Paralegal at Terrell Marshall Daudt & Willie PLLC since October 2009. AA as a legal assistant from Edmonds Community College, 1989. 21 years of experience working in civil litigation representing both plaintiffs and defendants.	Worked on pleadings, memoranda and correspondence; worked on court filings; served pleadings; worked on discovery requests; researched various legal and factual issues; prepared for mediation; prepared for hearing on motion for preliminary approval of settlement.	\$225	74.8	\$16,830
Kait Heacock Legal Assistant at Terrell Marshall Daudt & Willie PLLC from December 2008 – present. BA from Seattle Pacific University,	Created class member database; worked on pleadings, memoranda and correspondence; worked on court filings; prepared for mediation.	\$175	2.7	\$472.50

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NAME AND POSITION	DESCRIPTION OF WORK PERFORMED	RATE	HOURS BILLED	TOTAL
2009				
Cassie Bohannon Legal Assistant at Terrell Marshall Daudt & Willie PLLC from April 2010 – present	Responded to class member phone calls and inquiries; logged and tracked class member calls, issues and responses.	\$125	58.7	\$7,337.50
DOCUMENT CLERKS				
Luke Greenway Summer Document Clerk at Terrell Marshall Daudt & Willie PLLC 2009, 2010 & 2011	Responded to class member phone calls and inquiries. Logged and tracked class member calls, issues and responses.	\$100	29.7	\$2,970
TOTAL:			481.9	\$192,901.50

13. Based on my professional experience, I expect that attorneys and staff at TMDW will devote approximately 50–100 additional hours answering calls from class members, responding to objections, and attending the final approval hearing.

14. TMDW sets its rates for attorneys and staff members based on a variety of factors, including among others: the experience, skill and sophistication required for the types of legal services typically performed; the rates customarily charged in similar matters; and the experience, reputation and ability of the attorneys and staff members. The schedule contained in paragraph 12 was prepared from contemporaneous, daily time records regularly prepared and maintained by the firms in the regular course of business.

15. I was the attorney primarily responsible for reviewing the work of all other attorneys, law clerks, paralegals, and document clerks listed in the schedule set forth in paragraph 12. I supervised all work to avoid duplication of effort and to encourage efficiency. I reviewed the billing records and reduced or eliminated time where necessary. The work performed by the law clerks, paralegals, and document clerks was work that required sufficient

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1 knowledge of legal concepts and that I or another attorney would have had to perform absent
2 such assistance. The law clerks identified above were all students currently enrolled in or
3 recently graduated from an accredited law school. The paralegals and document clerks
4 identified were all qualified to perform substantive legal work based on their training and past
5 experience working for attorneys, including attorneys outside of TMDW's offices.

6 16. A sample of the federal and state courts since 2008 that have approved
7 TMDW's standard billing rates and reimbursement of costs as reasonable are:

- 8 • July 2009, in *Barnett, et al. v. Wal-Mart Stores, Inc.*, Case No. 01-2-24553-8
9 SEA (Wash. Sup. Ct. King County);
- 10 • September 2010, in *Odom v. Microsoft Corp.*, Case No. 04-2-10618-4 SEA
11 (Wash. Sup. Ct. King County);
- 12 • July 2009, in *Splater v. Thermal Ease Hydronic Systems, Inc.*, Case No.
13 03-2-33553-3 SEA (Wash. Sup. Ct. King County);
- 14 • December 2010, in *Carideo v. Dell Inc.*, No. CV-01772-JLR (W.D. Wash.); and
- 15 • May 2011, in *Fine v. T-Mobile USA, Inc.*, No. CV-00973-TSZ (W.D. Wash.).

16 16. The \$8,661.86 in expenses and cost liabilities TMDW reasonably incurred in the
17 prosecution of this matter are set forth in the table attached hereto as Exhibit 7.

18 17. TMDW undertook this case entirely on a contingency basis, meaning that if
19 Plaintiffs did not achieve a settlement or succeed at trial, the firm would not have recovered
20 any of the costs incurred in litigating this action and would not have been paid anything for the
21 481.9 hours it has devoted to the litigation. Because my firm is small, our work on this case has
22 affected my ability to accept and devote time to other potentially-profitable work.

23 18. Based on my professional experience, and taking into consideration the risks of
24 continued litigation versus the certain and substantial relief afforded by the settlement, it is my
25 opinion that the settlement is fair, adequate and reasonable, and in the best interests of the
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1 settlement class, and merits approval. Because this is not a common fund settlement and
2 because there is no limit on the amount of claims paid, each eligible class member is
3 guaranteed to receive the full amount of his or her claim. It is also my view that, in light of the
4 time and costs expended by Class Counsel, the legal standards governing the award of fees and
5 costs in class actions, and the results obtained, the fees and costs requested by Class Counsel
6 are modest, and well-warranted. I wholly support the settlement.

7 I declare under penalty of perjury under the laws of the United States that the foregoing
8 is true and correct.

9 EXECUTED at Seattle, Washington this 8th day of August, 2011.

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Beth E. Terrell, CSB 178181
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PROOF OF SERVICE

I am a citizen of the United States and am employed in King County, Washington. I am over the age of eighteen (18) years and not a party to this action; my business address is 936 North 34th Street, Suite 400, Seattle, Washington, 98103-8869.

On August 8, 2011, I served the preceding document by placing a true copy thereof enclosed in a sealed envelope and served in the manner and/or manners described below to each of the parties herein and addressed as on the attached list.

☐ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my business address, addressed to the addressee(s) designated. I am readily familiar with Terrell Marshall Daudt & Willie PLLC's practice for collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.

☐ **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the addressee(s) designated.

☐ **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via overnight courier service to the addressee(s) designated.

☐ **BY FACSIMILE:** I caused said document to be transmitted to the telephone number(s) of the addressee(s) designated.

☒ **BY ELECTRONIC MAIL:** I caused said document to be transmitted to the email addresses of the addressee(s) designated.

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

Executed at Seattle, Washington, on the 8th day of August, 2011.



PROOF OF SERVICE LIST

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Attorneys for Plaintiffs

DECLARATION OF BETH E. TERRELL IN SUPPORT OF: (1)
PLAINTIFFS' UNOPPOSED MOTIONS FOR FINAL
APPROVAL OF CLASS SETTLEMENT; AND (2)
ATTORNEYS' FEES AND INCENTIVE PAYMENTS - 12

— EXHIBIT 1 —

Beth E. Terrell, CSB 178181
Email: bterrell@tmdwlaw.com
Jennifer Rust Murray, *Admitted Pro Hac Vice*
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[Additional Counsel Appears on Signature Page]

Attorneys for the Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
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THERON COOPER and ALICE TRAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC., a
California corporation,

Defendant.

NO. BC448670

COMPENDIUM OF OBJECTIONS

Complaint Filed: November 1, 2010

CLASS ACTION

Judge: Hon. William F. Highberger

Department: 307

Date: Friday, September 16, 2011

Time: 11:00 a.m.

NO.	OBJECTION DATE	OBJECTOR NAME
1.	July 10, 2011	Larry Wayne Blomstedt
2.	July 2, 2011	F.J. Carney
3.	July 19, 2011	Karen Cole
4.	July 22, 2011	Jill Colosky
5.	July 22, 2011	Deborah Craig
6.	July 6, 2011	Christopher Hair
7.	July 20, 2011	Miriam Pascual Hernandez
8.	July 11, 2011	Phillis D. Hooks
9.	July 22, 2011	John Macha
10.	August 25, 2011	Diana Martin
11.	July 6, 2011	Paul Martin
12.	July 3, 2011	Sharon B. Megdal
13.	June 27, 2011	Scott Peterson
14.	July 7, 2011	Donald H. Petitmermet
15.	June 27, 2011	Kathryn Price
16.	July 26, 2011	Jeremy Benjamin Robb
17.	June 30, 2011	Timothy Salazar
18.	July 7, 2011	Katherine Warren
19.	July 8, 2011	Martha Westfall
20.	July 14, 2011	Thomas F. Whalen
21.	July 5, 2011	Brandi Williams

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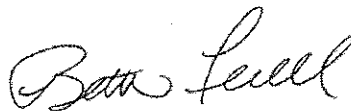
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☒ **BY ELECTRONIC MAIL:** I caused said document to be transmitted to the email addresses of the addressee(s) designated.

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

Executed at Seattle, Washington, on the 8th day of August, 2011.



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Facsimile: (415) 421-1700

Attorneys for Plaintiffs

July 10, 2011

Lewis Brisbois Bisgaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figueroa Street
Suite 1200
Los Angeles, CA 90012

RECEIVED L 1000

JUL 19 2011

Subject: Comments on the settlement in *Cooper, et al. v. American Honda Motor Co., Inc.*
Case No. BC448670

To Whom It May Concern:

I am writing to object to the proposed settlement of this case, which proposes to reimburse Class Members only if their vehicles have less than 100,000 miles on them or are less than 7 years old. I own a 2006 Honda Civic, VIN 1HGFA16566L113640, the purchase of which I financed through Toyota Financial Services (see attached billing statement).

Both visors on my vehicle cracked several years ago, well before the mileage on the vehicle reached 100,000 miles. However, due to the estimated costs of over \$200, I chose not to have the visors replaced and have been dealing with dangling visors ever since. I drive my vehicle a lot, and currently have 109,000 miles on it. I do not feel I should be excluded from the settlement because I could not afford to have the visors replaced before my car reached 100,000 miles. I have had to deal with the nuisance of defective visors longer than many other plaintiffs; I therefore would like the settlement to be extended to vehicles with at least 120,000 miles on them.

Thank you in advance for your consideration.

Sincerely,



Larry Wayne Blomstedt
1501 Regency Court
Friendswood, TX 77546
979-324-8604

LWB/lwb

505 Stone Fruit Court
Odenton, MD 21113
July 2, 2011

RECEIVED L. 1853

JUL 21 2011

Lewis, Brisbois, Bisgaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figueroa Street
Los Angeles, CA 90012

Reference: Cooper, et al vs. American Honda Motor Co., Inc
Case No. BC 448670

To whom it may concern:

I am writing to document my displeasure with the settlement against Honda regarding the defective sun visors. Though I have submitted a claim for reimbursement for the past expense for the repair of my driver's side visor, I believe Honda should initiate a recall to replace any existing defective visors in the vehicles in question whether they have split apart or not. Obviously, the potential for a visor to fail inside or outside of the proposed extended warranty is high. A class member should not have to incur the loss of time or money in the event of a failure. A total replacement would reduce the likelihood of such a loss.

I do not intend on appearing at the final approval hearing.

Any consideration in this matter of mutual concern will be greatly appreciated.

Sincerely,



F. J. Carney

Francis J. Carney
505 Stone Fruit Court
Odenton, MD 21113
202-369-8672
2007 Honda Civic, 4 Door Sedan
VIN: 1HGFA16837L112957

July 19, 2011

RECEIVED L. 1338

JUL 20 2011

LEWIS BRISBOIS BISGAARD & SMITH LLP
c/o Roy M. Brisbois
221 N. Figueroa Street
Suite 1200
Los Angeles, CA 90012

RE: Comment on Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670

Dear Mr. Brisbois:

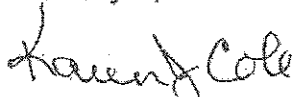
I am the owner of a 2006 Honda Civic with defective sun visors. I bought my Certified Used Honda from my local Honda dealer in 2007. Both of my sun visors broke within the first 6 months of the purchase. Not ever having dealt with warranties before, it never occurred to me to take it back to the dealer until I went in for an oil change and I asked the mechanic about them. I told him I found hundreds & quite possibly thousands of complaints on the internet about the same thing happening to other Honda owners and asked him if they would fix them. He told me since they were out of the current warranty, I would have to pay for them myself but he would put them on for free. Being a single mother, I couldn't afford the \$120+ to purchase the replacements, so I just had to leave them in the down position and I was always worried that it was a hazard to my visibility. I even called Honda on two occasions after that asking if they would replace them because it was a manufacturing defect. I was told he would check into it and call me back. The response was that the Honda dealership I took my car to and asked about replacing them didn't have a record of my inquiry (I guess because I only asked the mechanic while there for something entirely different) and because it was out of warranty, they wouldn't cover it.

Recently, a friend who had the same problem with his Honda, put a screw and a washer about the size of a nickel thru each one and it holds it in place so the visors can be raised and lowered. The visors now work, but they are eyesores and embarrassing when someone gets in my car. I have to explain each and every time about the defect and the fact that Honda wouldn't fix it.

I wasn't able to have mine replaced because I couldn't afford it and don't feel I should be penalized because of it. In addition, I believe that replacing them with the same visor design would only alleviate the problem until the next hot weather season and they would break again. I don't feel that only paying for past repairs is a fair settlement. I think they should have to replace them with visors that will NOT soften in the heat and therefore break again when raised or lowered.

I have respectfully requested to be included in the class action suit, but asked that the suit be modified to mandate that in addition to the refund of past replacement costs, that all defective sun visors be replaced with suitable sun visors of a sturdier make and would not be susceptible to heat damage. I further requested removal of the mileage and/or length of ownership cap. Honda has heard these complaints time and time again for years from owner after owner after owner. They have been aware of the problem from the beginning, but chose not to recall and replace the sun visors on their own volition.

Thank you,



Karen J. Cole
111 Santee Dr.
Piedmont, SC 29673
864.637.8164

2006 Honda Civic
VIN# 1HGFA16876L093151

July 22, 2011

RE: Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC448670

FILED

JUL 26 2011

To Whom it May Concern:

In the past six years, I have owned three Honda Civics (LX). Each one has been affected by this faulty sun visor on the driver's side. I just received three of the Class Settlement Notices (one for each Civic I have owned) to notify me of the lawsuit.

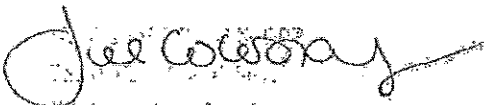
I currently own a 2007 Honda Civic with a faulty/broken sun visor. It is currently broken, as it has been for thousands of miles. I did not spend the money to fix the visor when I noticed it had broken. My car now has 104,000 miles and is 4 years old.

As I understand, due to the miles on my car, I am not included in this settlement. I feel this visor should be covered by the settlement as the visor was defective prior to the 100,000 miles and I just received notice of the lawsuit. I would really like this visor to be fixed or replaced, since it is annoying and somewhat of a safety issue.

VIN# 2HGFG11617H560549

2007 Honda Civic LX

Thank you for your attention to my complaint.



Jill Colosky

21246 430th St

Pelican Rapids MN 56572

(218) 234-9416

CC:

Los Angeles Superior Court

Central Civil West

600 South Commonwealth Avenue

Los Angeles, CA 90005

Berk Law PLLC

c/o Steven N. Berk

1225 15th Street NW

Washington, DC 20005

Lewis Brisbois Bisgaard & Smith LLP

c/o Roy M. Brisbois

221 N Figueroa Street

Suite 1200

Los Angeles, CA 90012

1117P011

Re Cooper, et al. v. American Honda Motor Co. Inc.
Case No BC 448670

To all parties:

RECEIVED BY LBBS

JUL 22 2011

I do not agree with the terms of this settlement. Since this is a manufacturer's defect, Honda should be responsible for replacing these defective sun visors for the life of the vehicle's that are affected. I have personally had to have them replaced every year since I purchased my vehicle. I do not foresee an end to this at 7 years or 100,000 miles so why should I have to ever pay to get them replaced? In Arizona, where I purchased the vehicle & reside, there is a "lemon law" that this would fall under. Would they rather pay for the visors or replace the entire vehicle?

I own a 2006 Honda Civic. Please express my objection to this settlement.

Sincerely

Delonah Craig, 2232 S. Standage, Mesa AZ
85308

219 Farragut Avenue
Colorado Springs, CO 80909
(719) 447-0158

July 6, 2011

RECEIVED BY LBBS

JUL 11 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Avenue
Los Angeles, CA 90005

IN RE: Case No. BC 448670, *Cooper, et al. v. American Honda Motor Co., Inc.*

To the Court:

I own a 2006 Honda Civic, Colorado VIN 1HGFA16806L033633, and am therefore a member of the Class. I am writing to comment on the settlement.

1. I object to the settlement terms. I disagree with the premise that the sun visors on Honda Civics which are part of the Class are defective. Even if they are defective, the contractual agreement (warranty) with Honda provides sufficient remedy.

2. I object to the fees and expenses requested by the attorneys.

Although I am a member of the Class which supposedly benefits from this case, the settlement provides no benefit to me. I do not need or want an extended warranty on my sun visors. I believe that the settlement is actually *detrimental* to members of the Class, including me. By bringing this lawsuit, Class Counsel is benefitting no one, except themselves.

Re-writing the contractual agreement between Honda and its customers to extend the warranty on sun visors is neither necessary nor desirable. Any amounts paid by Honda in this case will result in the costs being passed along to Honda's customers (i.e. members of the Class). Honda earns money by selling products and services to its customers. Anyone who purchases goods and services from Honda in the future will pay more than they would otherwise, just so that Honda can pay off Class Counsel.

I request that the Court award no fees or expenses to Class Counsel. If the Court finds that the attorneys are entitled to fees, I request that you award minimum wage for the jurisdiction.

Sincerely,



Christopher A. Hair

cc Berk Law PLLC, Lewis Brisbois Bisgaard & Smith LLP

Miriam Pascual Hernandez
4315 W. San Juan Street
Tampa, Florida 33629
Phone: (813) 841-5526

RECEIVED BY LBBS

JUL 22 2011

July 20, 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Avenue
Los Angeles, California 90005
(Court)

Berk Law PLLC
c/o Steven N. Berk
1225 15th Street NW
Washington, DC 20005
(Class Counsel)

Lewis Brisbois Bisgaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figueroa Street, Suite 1200
Los Angeles, California 90012
(Defendant's Counsel)

RE: Notice of Proposed Class Settlement in
Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670

Dear Los Angeles Superior Court, Attorney Berk, and Attorney Brisbois:

I am in receipt of the *Notice of Proposed Class Settlement in Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670*. I am pleased to see that action is being taken regarding the defective sun visors manufactured by Honda. However, I feel that the benefits of the settlement should be extended beyond the express limited warranty of seven (7) years or 100,000 miles, whichever occurs first. I believe the defective sun visors will be a recurring problem and the benefits should extend throughout the life of the vehicle.

I leased my new, 2006 Honda Civic, VIN 2HGFG12676H534423, on February 14, 2006, and later purchased it. On August 24, 2007, I experienced my first problem with the driver's sun visor splitting apart. Kuhn dealer serviced it free of charge because it was under warranty.

Los Angeles Superior Court, Steven N. Berk, Esq.
Roy M. Brisbois, Esq.
July 20, 2011
Page 2 of 2

On June 3, 2008, the passenger's sun visor had a defect. It would not remain in the upright position in hot temperatures, which are frequent in Florida. Needless to say, the visor was a nuisance hanging down on the passenger's head or face. Since it was under warranty, Kuhn dealer did not charge me to have it replaced.

On August 19, 2008, I experienced my third problem with the driver's sun visor. It broke, dangled, and was no longer operable. Kuhn dealer replaced it free of charge under the warranty.

In March 2011, I noticed that the driver's sun visor did not retract. The plastic did not split as stated in the Proposed Class Settlement. Currently, it just hangs slightly. It is an annoyance because I often hit my head on the visor. I have yet to take it in for service, but was told that Kuhn dealer would charge approximately \$70 - \$90 for the sun visor in addition to labor because the warranty has expired.

I have attached receipts for the three (3) incidents mentioned above.

After having three (3) sun visors replaced and a fourth to come, I believe that this will be a continuous, expensive problem. I do not think the consumer should have to spend their money on a part that appears to have a design flaw. Therefore, I believe the benefits of the settlement should extend throughout the life of the vehicle.

I appreciate your attention in this matter. I have included my contact information above. Should you have any questions please do not hesitate to contact me.

Sincerely,


Miriam Pascual Hernandez

Attachments: Kuhn receipt dated 08/24/07
Kuhn receipt dated 06/03/08
Kuhn receipt dated 08/19/08

Superior Court of the State California
County of Los Angeles.

Ref: Cooper, et al. v. American Honda Motor
Co. Inc. CASE NO. BC 448670.

Judge. William F. Aighberger

Complaint From Phillis D. Hooks
Owner of 2007 Honda Civic VIN # 1HGBFA1
6547L097603 Purchase Date 6-4-2007

My Drivers Side Sunvisor Broke Apart
Approx. 1 1/2 years ago. The Direction I have
to Drive to work in A.M. the Sun blinds
me its A SAFETY issue I have problem seeing
my Husband Attempted to take metal
Screws An put it back to gether it looks
terrible An the cost to replace also the
Closes Dealer Ship is about 80 miles with
I will have to miss day of work + pay
the expense of taking it Back for repair
Any help with this will be greatly
Appreciated, please present this to the
Court please.

return Address
Ph. # 478-494-1886 1723 Spring RD
478-494-4282 Albany GA 31702

Thanks Phillis D. Hooks

RECEIVED BY LBB

JUL 11 2007

07-22-11

John Macha

7575 Goshling 724

The Woodlands, Texas 77382

To whom it may concern:

This is in regards to the class action suit brought against Honda regarding the sun visor issue that has arisen on the Honda Civic. Recently I received a reimbursement form from Honda for any expenses that may have been incurred by me for the replacement of my visor through Honda. Upon inquiring further with my local Honda service department I learned that it could only be replaced if my vehicle fell under the 100,000 mile warranty period. Of course my car is at 114,000 and so I am stuck with a visor that broke a couple of years ago because of poor design. Not wanting to spend the outrageous costs of a new visor out of my own pocket with no reimbursement I fixed it myself and it now works great, but that is not the point.

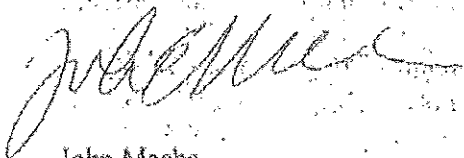
What are my options as a Honda civic owner with a broken visor at this point since I received the reimbursement notice long after the fact that it broke? I just feel that something this simple to fix should not be decided upon if it's out of warranty when it was clearly not designed properly in the first place and that there was a class action law suit brought to Honda before the issue was addressed. I should be able to bring my Civic in to the dealer, get the part ordered, and installed without cost to me regardless of mileage.

I look forward to hearing from you soon regarding this matter. I may be reached at

Johnmach2020@gmail.com

979-533-0851

Sincerely,



John Macha

*I can be reached by
mail at the address
on this letter or on
the top of the form*



JOHN MACHA
1304 MEADOW CREEK DR
EL CAMPO, TX 77437-2B63

MAILING SUMMARY

CODE: 0016298071

VIN: 2HGFG12876H503464

MAIL DATE: June 29, 2011

Contact and Vehicle Information

Fill in the following blanks with complete information. Please print clearly.

Name: _____ Daytime telephone number: (____) _____

Address: _____ Apt./Unit Number: _____

City: _____ State: _____ Zip Code: _____

Vehicle Identification Number (VIN) (REQUIRED): _____

Mileage at time of repair: _____ # of Sunvisor repair invoices you are submitting: _____

Total Amount Requested: \$ _____

To Apply For Reimbursement

- Complete the Contact and Vehicle Information above
- Attach a copy of a receipt, invoice, canceled check, or other documentation from an authorized Honda dealer or independent repair facility. This document should include your vehicle's identification number (VIN), mileage, visor part number and cost of repair (parts and labor), name, address, and phone number of the repair facility that performed the repair, and the date the repair was completed.
- Sign and date the Claim Form
- Mail this completed form and copies of your receipts and invoices to:

Honda Sunvisor Reimbursement
P.O. Box 2902
Torrance, CA 90501-2902

Certification (signature required)

The information on this form is true and correct to the best of my knowledge and belief.

Signature: _____

Date: ____/____/____



August 25, 2011


Cooper, et al vs. American Honda Motor Co Inc,
Case # BC 448670

Honda Sun-visor Repair

I brought my 2007 Honda Civic in Jan 07 from Pohanka Salisbury MD, I have had regular maintenance on my car. Around 70,000 miles my driver side sun visor wouldn't stay up, I was told that the cost to repair was around \$180, so I said no. I had the extend warranty and figured it was covered but was told no.

I got a form from Rust Consulting Inc, saying I could get the Sun-visor repair or get my money back for the repairs to the sun-visor. Well now I over 100,000 miles — so can you still repair my visor? I want to have the visor repaired!

I objected to Hondas settlement of only vehicles under 100,000 miles/5 years, I think they should cover any expense for the sun-visors, no matter the miles or time frame.

Diana Martin 
10929 Shores Rd
Chance MD 21821
410-784-2021
200 Honda Civic 4dr
VIN 1HGFA16877L023599

Paul Martin
2380 Appaloosa Circle
Sarasota, FL 34240

RECEIVED ECLBBS
JUL 08 2011

Home (941) 371-7205
Cell (941) 343-7704
e-mail: paul.martin7@verizon.net

July 6, 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Avenue
Los Angeles, CA 90005

Berk Law PLLC
c/o Steven N. Berk
1225 15th Street NW
Washington, DC 20005

Lewis Brisbois Bisgaard & Smith PLLC
c/o Roy M. Brisbois
221 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012

RE: Cooper, et. al. v. Honda Motor Co., Inc.
Case No. BC 448670

I am the owner of a 2006 Honda Civic, VIN 1HGFA16826L072210, and am writing to object to the proposed settlement in the Honda Civic Sunvisor Litigation.

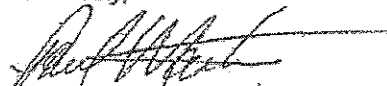
The sun visor in my vehicle failed as indicated in the settlement documentation in or about the month of August 2009, 3 years and 4 months from purchase. At the time the vehicle had approximately 80,000 miles. Since the vehicle was above both the time and mileage limitations of the factory warranty when the visor failed, I merely used tape to repair the visor instead of purchasing a new one. That tape is still affixed to the sun visor, thus allowing it to lock in the stowed position.

I have now become aware that this is a common problem with these vehicles, and the proposed settlement is a tacit admission by Honda that the sun visor is defective. However, although my vehicle is less than 7 years old, it now has 123,000 miles, thus making it ineligible for repair or reimbursement under the terms of the proposed settlement.

Therefore, although my sun visor failed within the time and mileage limits defined by the proposed settlement, I am ineligible for reimbursement merely because I chose not to repair it at my own expense while it had less than 100,000 miles.

On this basis, I object to the settlement and request that it be changed to include any vehicle for which the owner certifies that the sun visor failed within its first 7 years or 100,000 miles, thus including any out-of-warranty vehicle whose owner chose not to replace the visor at his or her own expense, and those whose owner replaced the visor but cannot produce a valid receipt.

Sincerely,


Paul Martin

Sharon B. Megdal
3540 E. Hampton St.
Tucson, AZ 85716

July 3, 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Avenue
Los Angeles, CA 90005

Berk Law PLLC
C/o Steven N. Berk
1225 15th Street NW
Washington, DC 20005

Lewis Brisbois Brigaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figuero Street
Los Angeles, CA 90012

RE: Comments on settlement in Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670

Dear Sir/Madam:

My name is Sharon B. Megdal. I reside at 3540 E. Hampton Street, Tucson, AZ 85716. I am the owner of a four-door 2008 Honda Civic, which I purchased new in August 2008 from Dobbs Honda in Tucson, AZ. The VIN is 1HGFA16878L109187. My home telephone number is 520-326-3217. My cell phone number is 520-241-0298.

I am writing to express an objection to the settlement terms in the above case. I object to the extension of the warranty to 100,000 miles or seven years, whichever first occurs. Because I do not put a lot of miles on my car annually and I tend to keep cars for well over 10 years, I believe the warranty should be extended indefinitely or to whichever later occurs. In the less than three years I have owned the car, I have traveled under 15,000 miles total. I have had two visors break. My relative had three visors break, last we discussed this matter. When I had the first break, I asked why Honda did not change the design of the replacement visors. The response I got suggested that Honda just found it easier to replace than redesign them. As an alternative to my suggested change, I would like to see Honda redesign the visors so the problem does not occur in the future and if they would replace all visors for customers who brought them in, similar to a recall.

I do not think I should have to pay for a new visor should one break after the seven year time period is up.

Thank you for considering these comments.



Sharon B. Megdal

Scott Peterson

RECEIVED BY LBBS

629 Barbara St, Mountain View, CA 94040
650-987-1754

JUN 29 2011

06/27/11

Subject: Comment on Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC448670

To Whom it May Concern:

I personally repaired the sun visors on my 2006 Honda Civic, VIN 1HGFA16826L011049. I spent a total of two hours drilling holes, finding screws that could hold the visors together, attaching the screws, and testing the repair. I am satisfied with my repair, and I do not intend to replace my sun visors or seek further repairs. I believe that I am entitled to receive fair compensation from this settlement, to pay for the cost of labor on this repair. The cost of parts is negligible.

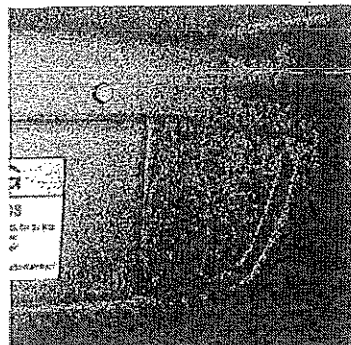
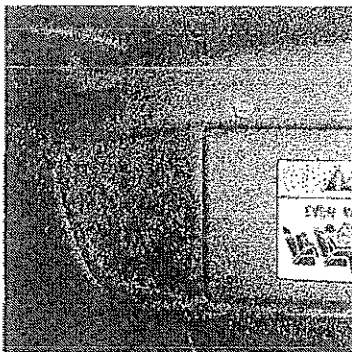
I charge \$35/hour, and am seeking \$70 for this repair.

As this cost is far less than the cost to Honda for replacing the sun visors, I believe that paying for my labor cost benefits both Honda and me. I am including photos of the results of my repairs.

Sincerely,



Scott Peterson



July 7, 2011

RECEIVED 7/11/2011

JUL 11 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Avenue
Los Angeles, CA 90005

Re: Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670.

You Honor,

I own a 2006 Honda Civic, VIN: 1HGFA16596L038867. I am writing to express my dissatisfaction with the proposed settlement. The driver side visor split approximately three years ago. I have been putting up with this broken visor since that time because I could not justify the exorbitant price Honda wanted for a replacement, which I was told by my local dealership, was the same design as the original part, and which would in all likelihood, therefore, just fail again. At the present time, my Civic has approximately 125,000 miles on it, and would not be covered under the proposed settlement.

I believe that the part is either improperly designed/manufactured, or it is not. If so, I feel that anyone who presents their Honda to a dealer with a split visor, should have it replaced, much like a recall.

Thank you for your consideration in this matter.

Sincerely,



Donald H. Petimmet
Trustee, Sikora-Petimmet Living Trust
26792 Kaye Road
Laurel, DE 19956
302-628-2823 (H) 443-614-6813 (C)

Cc: Berk Law PLLC, c/o Steven N. Berk
Lewis, Brisbois, Bisgaard & Smith LLP, c/o Roy M. Brisbois

Kathryn Price

427 S Cloverdale Ave • Los Angeles, CA 90036
Phone: 818.406.5598 • E-Mail: kthrynprice@gmail.com

June 27, 2011

Lewis Brisbois Bisgaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figueroa Street, Suite 1200
Los Angeles, CA 90012

RECEIVED BY LBBS

JUN 28 2011

Mr. Brisbois:

I received a notice in the mail this week regarding a Proposed Class Settlement and Adjustment Program regarding Honda:
Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670

The notice directed comments to this and two other offices.

This suit does concern me, as I own a Honda Civic falling within the range:
2006 Honda Civic 4-door
VIN: 1HGFA16566L015613

I have noticed a problem with my sun visor that appears to fall within the parameters of the suit but the terms of the adjustment (7 years or 100,000 miles, whichever occurs first) exclude my vehicle, as I hit the 100,000-mile mark a few months ago. I have not yet had the issue addressed with my dealer as the visor has not yet broken but it is pretty clear that it is going to.

I first noticed the problem about 3 years ago but since there was nothing in place to cover this issue, I took great care to handle my visor gently so as not to break it. Unfortunately this is not a permanent solution - the situation is getting worse and the visor will likely need to be replaced this year but I will not be covered by the adjustment terms of this suit.

Had I not been so careful these past few years, the visor would have broken, been replaced, and I would be able to get a refund of the money spent. So basically, taking better care of my car has not paid off.

I think the terms should be changed from "whichever occurs first" to "whichever comes later." If this is a known problem, Honda needs to be accountable and do the right thing.

Thank you for your time,



Kathryn Price

RECEIVED 7/25

JUL 26 2006

To whom it may concern,

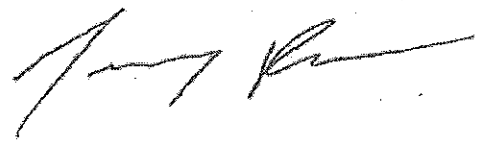
I am commenting on the settlement in Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670.

I am objecting to the settlement benefits. Honda is only extending the warranty on sun visors for seven years or 100,000 miles, whichever comes first. I believe the warranty should be extended for the life of the vehicle.

According to the Federal Motor Vehicle Safety Standards, Standard 208 Section 4.5.1(c), sun visors must have air bag warning labels. Honda currently provides these warnings on the sun visors. However, if the sun visor breaks, then I would be forced to remove the sun visor in order to operate the vehicle safely. Once outside the warranty period, the vehicle would no longer be operated in compliance with federal regulations. I do not believe a car owner should pay to replace a requirement for Federal Standards.

Sincerely,

Jeremy Benjamin Robb



42007 N Celebration Ct

Anthem AZ, 85086

Daytime Phone: 602-492-5683

Model Year: 2006

VIN: 1HGFA16816L108548

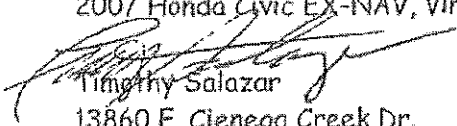
The Internet location for Standard No. 208 –

<http://www.fmcsa.dot.gov/rules->

30 June 2011

SUBJECT: Comments on the Settlement in Cooper, et al. v. American Honda Motor Co., Inc., Case No. BC 448670.

VEHICLE: 2007 Honda Civic EX-NAV, Vin: 2HGFG12847H5371

MEMBER: 
Timothy Salazar
13860 E. Cienega Creek Dr.
Vail, AZ 85641
[520] 762-1070

OBJECTION: Between 14 Jun 2008 and 30 Jun 2011, I've had to replace each of the left and right sun visors twice, under warranty.
The four service orders are attached.
The replacement visors are obviously defective!
There is no indication of a commitment by Honda to provide defective free replacement visors!

REQUEST: Terms of the Honda settlement be extended for the replacement of defective sun visors for the total period of ownership by the original owner.
The installation of defective free sun visors will terminate the requirement of this settlement.

➤ Please advise as to the response to my request. Thanks for your consideration.

TO:

Los Angeles Superior Court
Central Civic West
600 South Commonwealth Ave.
Los Angeles, CA 90005

BERK LAW PLLC
c/o Steven N. Berk
1225 15th St. NW
Washington, DC 20005

TERRELL MARSHALL DAUDT & WILLIE PLLC
c/o Beth E. Terrell
936 North 34th St., Suite 400
Seattle, WA 98103

LEWIS BRISBOIS BISGAARD & SMITH LLP
c/o Roy M. Bisbois
221 N. Figueroa St., Suite 1200
Los Angeles, CA 90012



Chapman Imports of Tucson, LLC
dba CHAPMAN HONDA
4646 E. 22nd Street
Tucson, AZ 85711
(520) 748-1011 (800) 461-6744

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 4:00 p.m. - Saturday

R/O Order Date	R/O Number
6/30/11	5618524
R/O Date	Status
6/30/11	Pre-Invo
Mileage In	Mileage Out
73171	73171
Service Advisor Name	
rene thompson/3222*W	
Vehicle Identification Number	
2HGFG12847H535371	
Home Phone	Delivery Date
520-538-2102	
Body	Color
2DR EX NAVI	
Year	Make
2007	HONDA
Model	License Number
CIVIC EX NAVI	

TIMOTHY C SALAZAR
13860 E CINECA CRENS DR
VAIL, AZ 85641-0000

Work Phone

Home Phone

520-538-2102

Body

2DR EX NAVI

Delivery Date

In Service Date

Color

License Number

DESCRIPTION OF SERVICE

PARTS

AMOUNT

#1 - BODY: BODY REPAIR
C/S PASSENGER VISOR SPLIT
Caused by
FOUND PASSENGER VISOR SPLIT
Corrected by 841BS: (55700)
Work performed by kurt winkler (582)
Installed 8323 -SNA-A01ZA :SUNVISOR *NH598L*
REPLACED PASSENGER VISOR AS NEEDED

Qty: 1

Warranty
Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS
work hereinafter to be done along with the necessary
for loss or damage to vehicle or articles left in
cause beyond your control or for any delays caused
shipments by the supplier or transporter. I hereby
operate the vehicle herein described on streets, highways
and/or inspection. An express mechanic's lien is hereby
the amount of repairs thereto.

DISCLAIMER OF WARRANTIES. Any warranty on
the manufacturer. The seller hereby expressly disclaims
any implied warranty of merchantability or fitness
assumes nor authorizes any other person to assume
said products. Any limitation contained herein does not

ARE MADE. I hereby authorize the repair
total and agree that you are not responsible
vehicle in case of fire, theft, or any other
unavailability of parts or delays in parts
and you or your employees permission to
use, or elsewhere for the purpose of testing
acknowledged on above vehicle to secure

products sold hereby are those made by
all warranties either express or implied, including
a particular purpose, and the seller neither
nor any liability in connection with the sale of
anywhere prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I	
SPECIAL ORDER DEF	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL

TERMS OR SPECIAL ORDERS

X



Chapman Imports of Tucson, LC
dba CHAPMAN HONDA
4646 E. 22nd Street
Tucson, AZ 85711
(520) 748-1000 (800) 461-6744

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. - 4:00 p.m. - Saturday

R/O Open Date	R/O Number
/09/08	56104470/1
R/O Closed Date	Status
12/09/08	Pre-Invoice
Mileage In	Mileage Out
46490	46490
Service Advisor / Tech	
FERMIN GWINNUP/1873*W*	

SALAZAR, TIMOTHY 13860 E. CINECA CREEK DRIVE VAIL, AZ 85641-0000			Work Phone	Vehicle Identification Number	
			Home Phone	2HGFG12847H535371	
			Body	Delivery Date	In-Service Date
Year	Make	Model	Color	License Number	
2007	HONDA	CIVIC EX NAVI	2DR EX NAVI		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - BRECALL: PRODUCT UPDATE PEROFRM UPDATE 08-039 Caused by INSPECT FOR UPDATE Work performed by DANIEL NUETZI (365) Installed 06193-RNA-305 :KIT, WATER PMP PLY COMPLETED REPLACE PULLEY Qty: 1	Warranty Warranty
#2 - BBODY: BODY REPAIR DRIVER VISOR FALLS Caused by <u>REPLACE VISOR</u> ✓ Work performed by DANIEL NUETZI (365) Installed 83280-SNA-A01ZA :SUNVISOR *NH598L* Qty: 1 REFER INVOICE 444823 6-14-08 DOBBS HONDA PARTS W ARRANRY	Warranty Warranty
#3 - BMPI: MULTIPOINT INSPECTION ATF 35% 11:00 TH 30 Jul A/PAT 7:30 Fri-2 Jan 09 Replow clips	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other trouble beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

CUSTOMER #: 3687433

446538

Dobbs Honda810 W. Wetmore Rd.
Tucson, AZ 85705
(520) 292-0790

INVOICE

TIMOTHY C SALAZAR
13860 E CIENEGA CREEK DR
VAIL, AZ 85641
HOME: 520-762-1070 CONT: N/A
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 1156 SCOTT C MAHER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GY/GR GALA	07	HONDA CIVIC	2HGFG12847H535371	840VJX	34068/34068	T3174	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAR07 DE			WAIT 07JUL08		0.00	CASH	07JUL08
R.O. OPENED	READY	OPTIONS: STK:7H535371 DLR:207648					
		ENG:1.8 LITER SOHC					

12:51 07JUL08 13:31 07JUL08

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUSTOMER STATES PASS FRONT VISOR-WILL NOT STAY UP
CAUSE:840130 (SUNVISOR, RIGHT - REPLACE.
635 WH40(N/C)
(N/C)

1 83230-SNA-A01ZA 807324 SUNVISOR *NH598L*

CC: 01201

FC: 01801

PART#: 83230-SNA-A01ZA

COUNT: 1

CLAIM TYPE: 7

AUTH CODE:

B MULTI-POINT INSPECTION

MPI MULTI-POINT INSPECTION

635 CH

0.00 0.00

TERMS STRICTLY CASH OR ACCEPTABLE CREDIT CARD

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere forth purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. In the event any action is required to collect this account, reasonable attorney fees will be awarded together with all other costs incurred.

AS IS
The only warranties applying to this product are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this product and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 3687433

444823

Dubbs Honda810 W. Wetmore Rd.
Tucson, AZ 85705
(520) 292-0790

INVOICE

TIMOTHY C SALAZAR
13860 E CIENEGA CREEK DR
VAIL, AZ 85641

PAGE 1

HOME: 520-762-1070 CONT: N/A

BUS:

CELL:

SERVICE ADVISOR: 449 JEFF SCHONECK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GY/GR GALA	07	HONDA CIVIC	2HGFG12847H535371	840VJX	32539/32539	T4292	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
24MAR07 DD			18:00 14JUN08		0.00	CASH	14JUN08
R.O. OPENED		READY	OPTIONS: STK: 7H535371 DLR: 207648				
			ENG: 1.8 LITER SOHC				

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A CUSTOMER STATES: REPLACE DRIVERS SUNVISOR

CAUSE: LEFT SUNVISOR BROKEN

840100 SUNVISOR, LEFT - REPLACE.

136 NH4U

1 83280-SNA-A01ZA 807349 SUNVISOR *NH598L*

CC: 01801

FC: 01801

PART#: 83280-SNA-A01ZA

COUNT: 1

CLAIM TYPE: 7

AUTH CODE:

(N/C)

(N/C)

32539 SUNVISOR BROKEN. SUNVISOR WON'T STAY UP. INSTALLED NEW
SUNVISOR TO FIX. 840100 01801 0.1

IMPORTANT
YOU MAY RECEIVE A PHONE
CALL FROM HONDA SHORTLY
DOBBSON HONDA VALUES YOUR
OPINIONS AND WOULD GREATLY
APPRECIATE YOU TAKING THE
TIME TO ANSWER THEIR
QUESTIONS AND FILL OUT THE
SURVEY.
THANK YOU,
MICHAEL L. JONES
SERVICE MANAGER
292-1213

Jul
Monday 7/1/20

TERMS STRICTLY CASH OR ACCEPTABLE CREDIT CARD

I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. In the event any action is required to collect this account, reasonable attorney fees will be awarded together with all other costs incurred.

AS IS
The only warranties applying to this partial are those which may be offered by the manufacturer. The seller dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this partial and/or service. Buyer shall not be entitled to recover from the seller dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Katherine Warren
1321 W. Yankie St.
Silver City, NM 88061

July 7, 2011

Beth E. Terrell
Terrell, Marshall, Daudt & Willie, PLLC
936 N. 34th St., Suite 400
Seattle, WA 98103

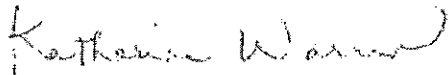
Dear Ms. Terrell,

I am writing regarding the class action lawsuit against Honda and their defective sun visors.

I have submitted my claim and receipt, but I would like to point out that, in some cases, Honda owners must travel great distances to reach the nearest dealership for repair. In my case I live in rural southwestern New Mexico, about 120 miles from a Honda dealership. I made four trips to the dealership to have sun visors repaired.

I think this should be considered when a final settlement is reached.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Katherine Warren".

Katherine Warren

Copies FYI only.

Duplicate copies
of receipt have
been submitted

as per instructions.

BORMAN AUTOPLEX

ORD • LINCOLN • MERCURY • HONDA • MAZDA • HYUNDAI

• Las Cruces, New Mexico 88005 • (575) 525-4500 • Toll Free 1-800-376-2277

www.bormanautoplex.com

CELL: 505-590-3372

CUSTOMER NO. 28672	ADVISOR RICHARD PORTILLO	134	TAG NO. 4485	INVOICE DATE 08/21/10	INVOICE NO. HOC5594603	
KATHERINE WARREN 1321 WEST YANKIE ST. SILVER CITY, NM 88061	LABOR RATE	LICENSE NO.	15000	COLOR	STOCK NO.	
	YEAR/MAKE/MODEL 07/HONDA/CIVIC/4 DOOR SEDAN			DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID NO. 1HGFA15597L080099			SELLING DEALER NO.	PRODUCTION DATE	
	F.T. NO.			P.O. NO.	R.O. DATE 08/21/10	
RESIDENCE PHONE 505-590-3372	BUSINESS PHONE 505-538-6549	COMMENTS				MO: 21638

JOB# 1 CHARGES

LABOR	TECH(S):2095	0.00
J# 1 71H099P	PERFORM QCM INSP	
	PERFORM MULTIPOINT QCM INSPECTION REPORT CARD	
	INSPECTION REPORT	
	COMPLETED QCM INSPECTION	

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX HOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR	TECH(S):2095	12.99
J# 2 61H0Z	TRIN & MOLDINGS	
	CUSTOMER STATES THE DRIVER'S VISOR IS FALLING DOWN	
	REPLACE	
	REPLACED VISOR	
	JOB COMPLETED	

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
	1		83280-SMA-A01ZA	SUNVISOR NH598L	46.73	46.73
					TOTAL - PARTS	46.73

G.O.G. & SUPPLIES

FREIGHT (PARTS)	2.00
TOTAL - GOG	2.00

JOB# 2 TOTALS

LABOR	12.99
PARTS	46.73
G.O.G.	2.00

JOB# 2 JOURNAL PREFIX HOC5 JOB# 2 TOTAL 61.72

JOB# 3 CHARGES

LABOR	TECH(S):2095	0.00
J# 3-71H0YTIRE	REQUIRE FUTURE ATTN	
	4/32" TO 6/32" TREAD DEPTH	
	REQUIRES FUTURE ATTENTION	
	TIRE AND AUTOMOTIVE MANUFACTURERS HAVE DETERMINED THAT TIRES	
	SHOULD BE REPLACED DUE TO AGE. RECOMMENDATIONS RANGE FROM	
	6 TO 10 YEARS. WE WILL INSPECT THE TIRE MANUFACTURER DATE OF	
	YOUR TIRES AND ADVISE YOU OF THE AGE. BORMAN AUTOPLEX WILL	
	RECOMMEND REPLACING ANY TIRE THAT IS 6 YEARS OR OLDER.	
	YOUR TIRES WERE MANUFACTURED ON THE	
	FMT 35TH WEEK OF 2008 REAR 3RD WEEK OF 2007	

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX HOC5 JOB# 3 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	HSS-1000H	HONDA EPA/SUPPLIES		1.30

TERMS: STRICTLY CASH, MAJOR CREDIT
CARDS OR APPROVED CHECKS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE
TO VEHICLES OR ARTICLES LEFT IN
VEHICLES IN CASE OF FIRE, THEFT, OR ANY
OTHER CAUSE BEYOND OUR CONTROL.

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the
part(s) and/or service are those made by
the manufacturer. The selling dealer hereby
expressly disclaims all warranties, either
express or implied, including any implied
warranty of merchantability or fitness for a
particular purpose, and neither assumes
nor authorizes any other person to assume
for it any liability in connection with the sale
of this part(s) and/or service. Buyer shall not
be entitled to recover from the selling dealer
any consequential damages, damages to
property, damages for loss of use, loss of
time, loss of profits or income, or any other
incidental damages.

SHOP SUPPLIES A charge is included for
supplies used on your vehicle.
Applicable supply items are: lubricants,
tape, aerospray, silicone, solvents, rags,
carburetor cleaner, towels, solder, wire,
window sealer, etc. And environmental
disposal fees.

FINANCE CHARGES A finance charge will
be assessed on all balances on account
over 30 days past due. Your finance charge
is computed by a single periodic rate of
1 1/2% per month (minimum charge of 50
cents) which is an annual percentage rate
of 18%.

LABOR TIME CHARGE This dealership
uses the hours published in the Factory
Labor Time Guide, Mitchell Manual and/or
Motors Crash Book which reflects an
average time requirement for the
performance of specific vehicle repairs. It
may, therefore, be either more or less than
the actual clock time in any given instance.

ADDITIONAL WARRANTY
INFORMATION ON BACK.

If for any reason
you are not
"COMPLETELY SATISFIED"
with your service visit,
please contact
Doug Quillen, Service Manager
(575) 525-4542

Thank You!

BORMAN AUTOPLEX

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470 W. Boutz • Las Cruces, New Mexico 88005 • (575) 525-4500 • Toll Free 1-800-376-2277
www.bormanautoplex.com

CELL: 505-590-3372

CUSTOMER NO. 28672	ADVISOR RICHARD PORTILLO	TAG NO. 134	INVOICE NO. 4485	INVOICE DATE 08/21/10	HOCSS94603
KATHERINE WARREN 1321 WEST YANKIE ST. SILVER CITY, NM 88061	LABOR RATE	LICENSE NO.	MILEAGE 21,638	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 07/HONDA/CIVIC/4 DOOR SEDAN			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 H G F A 1 5 5 9 7 L 0 8 0 0 9 9			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE 08/21/10
RESIDENCE PHONE 505-590-3372	BUSINESS PHONE 505-538-6549	COMMENTS			

MO: 21638

TOTAL - MISC 1.30

COMMENTS:-----
WAITER
BOOKED BY CC

TOTALS:-----

THANK YOU FOR CHOOSING BORMAN AUTOPLEX FOR PARTS AND SERVICE NEEDS. WE APPRECIATE YOUR BUSINESS
! LABOR RATE IS VARIABLE BASED ON COMPLEXITY OF THE JOB!!!
<SPECIAL ORDER PARTS WILL BE RETURN AFTER 30 DAYS!>

* CASH CHECK CHECK# (21356) *
* M/C VISA DISCOVER AMERICAN EXP 8/21 *
* CHARGE CASHIER INIT. (JL) DATE: 8/21 *

!! PARTS WITH RM SUFFIX INDICATE A REMANUFACTURED PART !!

THERE WILL BE A \$20.00 CHARGE ON ALL RETURNED CHECKS.

TOTAL LABOR.... 12.99	TOTAL PARTS.... 46.73
TOTAL SUBLET... 0.00	TOTAL G.O.G.... 2.00
TOTAL MISC CHG. 1.30	TOTAL MISC DISC 0.00
TOTAL TAX..... 4.77	
TOTAL INVOICE \$ 67.79	

TERMS: STRICTLY CASH, MAJOR CREDIT CARDS OR APPROVED CHECKS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those made by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

SHOP SUPPLIES A charge is included for supplies used on your vehicle. Applicable supply items are: lubricants, tape, aerospray, silicone, solvents, rags, carburetor cleaner, towels, solder, wire, window sealer, etc. And environmental disposal fees.

FINANCE CHARGE A finance charge will be assessed on all balances on account over 30 days past due. Your finance charge is computed by a single periodic rate of 1 1/2% per month (minimum charge of 50 cents) which is an annual percentage rate of 18%.

LABOR TIME GUIDE This dealership uses the hours published in the Factory Labor Time Guide, Mitchell Manual and/or Motors Crash Book which reflects an average time requirement for the performance of specific vehicle repairs. It may, therefore, be either more or less than the actual clock time in any given instance.

ADDITIONAL WARRANTY
INFORMATION ON BACK.

If for any reason
you are not
"COMPLETELY SATISFIED"
with your service visit,
please contact
Doug Quillen, Service Manager
(575) 525-4542

Thank You!

1-800-999-1009



FORD • LINCOLN • MERCURY • HONDA • MAZDA • HYUNDAI

470 W. Boutz • Las Cruces, New Mexico 88005 • (505) 525-4500 • Toll Free 1-800-376-2277

www.bormanautoplex.com

CUSTOMER NO. 142272		ADVISOR LISA SORENSON	350	TAG NO. 3187	BOOKED DATE 08/30/08	MOBILE NO. HOC5518366
KATHERLINE WARREN 1321 W. YANKIE ST SILVER CITY, NM 88061		LEAD TIME 87.00	LICENSE NO.		MILEAGE 14,107	COLOR 7
		YEAR / MAKE / MODEL 07 / HONDA / CIVIC/4 DOOR SEDAN		DELIVERY DATE	DELIVERY MILES	
		VEHICLE ID NO. 1 H G F A 1 5 5 9 7 L 0 8 0 0 9 9		SELLING DEALER NO.	PRODUCTION DATE	
		E.T.E. NO.		P.O. NO.	BOOKED BY 08/30/08	
AIR SERVICE PHONE 505-590-3372		BUSINESS PHONE		COMMENTS		MO: 14107

JOB# 1 CHARGES			
LABOR			
J# 1 71H099P	PERFORM QCM INSP	TECH(S):293	0.00
	PERFORM MULTIPPOINT QCM INSPECTION REPORT CARD		
	INSPECTION REPORT		
	COMPLETED QCM INSPECTION		
JOB# 1 TOTALS			
JOB# 1 JOURNAL PREFIX HOC5 JOB# 1 TOTAL			0.00
JOB# 2 CHARGES			
LABOR			
J# 2 61H0Z	TRIM & MOLDINGS	TECH(S):293	WARRANTY
	CUSTOMER STATES THE DRIVER'S VISOR WILL NOT STAY UP.		
	CHECK & ADVISE		
	FOUND VISOR SEPARATING IN THE SEAMS.		
	REPLACED VISOR. NORMAL OPERATION		
PARTS	QTY	FP-NUMBER	DESCRIPTION
	1	83280-SMA-A01ZA	SUNVISOR NH598L
TOTAL - PARTS			0.00
JOB# 2 TOTALS			
JOB# 2 JOURNAL PREFIX HOC5 JOB# 2 TOTAL			0.00
JOB# 3 CHARGES			
LABOR			
J# 3 71H0GTIRE	TIRES CHECKED AND OK	TECH(S):293	0.00
	TREAD DEPTH IS 7/32" OR GREATER		
	TIRE AND AUTOMOTIVE MANUFACTURERS HAVE DETERMINED THAT TIRES		
	SHOULD BE REPLACED DUE TO AGE. RECOMMENDATIONS RANGE FROM		
	6 TO 10 YEARS. WE WILL INSPECT THE TIRE MANUFACTURER DATE OF		
	YOUR TIRES AND ADVISE YOU OF THE AGE. BORMAN AUTOPLEX WILL		
	RECOMMEND REPLACING ANY TIRE THAT IS 6 YEARS OR OLDER.		
	YOUR TIRES WERE MANUFACTURED ON THE		
	3RD WEEK OF 2007		
JOB# 3 TOTALS			
JOB# 3 JOURNAL PREFIX HOC5 JOB# 3 TOTAL			0.00

COMMENTS
WAITER
BOOKED BY CM

TERMS: STRICTLY CASH, MAJOR CREDIT
CARDS OR APPROVED CHECKS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE
TO VEHICLES OR ARTICLES LEFT IN
VEHICLES IN CASE OF FIRE, THEFT, OR ANY
OTHER CAUSE BEYOND OUR CONTROL.

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expressly disclaims all warranties, either
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warranty of merchantability or fitness for a
particular purpose, and neither assumes
nor authorizes any other person to assume
for it any liability in connection with the sale
of this part(s) and/or service. Buyer shall not
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any consequential damages, damages to
property, damages for loss of use, loss of
time, loss of profits or income, or any other
incidental damages.

SHOP SUPPLIES A charge is included
for supplies used on your vehicle.
Applicable supply items are: lubricants,
tape, aerospray, silicone, solvents, rags,
carburetor cleaner, towels, solder, wire,
window sealer, etc. And environmental
disposal fees.

FINANCE CHARGE A finance charge will
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over 30 days past due. Your finance charge
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1 1/2% per month (minimum charge of 50
cents) which is an annual percentage rate
of 18%.

LABOR TIME CHARGE This dealership
uses the hours published in the Factory
Labor Time Guide, Mitchell Manual and/or
Motors Crash Book which reflects an
average time requirement for the
performance of specific vehicle repairs. It
may, therefore, be either more or less than
the actual clock time in any given instance.

ADDITIONAL WARRANTY
INFORMATION ON BACK.

If for any reason
you are not
"COMPLETELY SATISFIED"
with your service visit,
please contact
Doug Quillen, Service Manager
(505) 525-4542

BORMAN

AUTOPLEX

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www.bormanautoplex.com

CUSTOMER NO	142272	ADVISOR	LISA SORENSON	350	TAB NO.	3187	SERVICE DATE	08/30/08	INVOICE NO	HOCS518366
KATHERLINE WARREN 1321 W. YANKIE ST SILVER CITY, NM 88061		LABOR RATE	87.00	LICENSE NO		APLAGE	14,107	COLOR	7	STOCK NO.
		YEAR / MAKE / MODEL	07 / HONDA / CIVIC / 4 DOOR SEDAN				DELIVERY DATE	DELIVERY MILES		
		VEHICLE I.D. NO.	1 H G F A 1 5 5 9 7 L 0 8 0 0 9 9				SELLING DEALER NO.	PRODUCTION DATE		
		P.T. & NO.					P.O. NO.	08/30/08		
RESERVANCE PHONE	305-590-3372	BUSINESS PHONE					COMMENTS	MO: 14107		

TOTALS

THANK YOU FOR CHOOSING BORMAN AUTOPLEX FOR PARTS AND SERVICE NEEDS. WE APPRECIATE YOUR BUSINESS.
 1 LABOR RATE IS VARIABLE BASED ON COMPLEXITY OF THE JOB!!!
 <SPECIAL ORDER PARTS WILL BE RETURN AFTER 30 DAYS!>

 * CASH CHECK CHECK# () *
 * *
 * M/C VISA DISCOVER AMERICAN EXP. *
 * *
 * CHARGE CASHIER INIT. (RM) DATE: 8-30 *

!! PARTS WITH RM SUFFIX INDICATE A REMANUFACTURED PART !!

THERE WILL BE A \$20.00 CHARGE ON ALL RETURNED CHECKS.

TOTAL LABOR.... 0.00
 TOTAL PARTS.... 0.00
 TOTAL SUBLET... 0.00
 TOTAL G.O.G.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC 0.00
 TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

TERMS: STRICTLY CASH, MAJOR CREDIT CARDS OR APPROVED CHECKS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

EXPLANATION OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those made by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

STOCK SUPPLIES: A charge is included for supplies used on your vehicle. Applicable supply items are: lubricants, tape, aerospray, silicone, solvents, rags, carburetor cleaner, towels, solder, wire, window sealer, etc. And environmental disposal fees.

FINANCE CHARGE: A finance charge will be assessed on all balances on account over 30 days past due. Your finance charge is computed by a single periodic rate of 1 1/2% per month (minimum charge of 50 cents) which is an annual percentage rate of 18%.

LABOR TIME: This dealership uses the hours published in the Factory Labor Time Guide, Mitchell Manual and/or Motors Crash Book which reflects an average time requirement for the performance of specific vehicle repairs. It may, therefore, be either more or less than the actual clock time in any given instance.

ADDITIONAL WARRANTY INFORMATION ON BACK.

If for any reason
 you are not
 "COMPLETELY SATISFIED"
 with your service visit,
 please contact
 Doug Oullien, Service Manager
 (505) 525-4542

BORMAN AUTOPLEX

FORD • LINCOLN • MERCURY • HONDA • MAZDA • HYUNDAI
470 W. Boutz • Las Cruces, New Mexico 88005 • (505) 525-4500 • Toll Free 1-800-376-2277
www.bormanautoplex.com

CUSTOMER NO. 142272		ADVISOR IRMA ROSE	421	TAG NO. 2312	INVOICE DATE 08/27/07	INVOICE NO. HOC5477718
KATHERLINE WARREN 1321 W. YANKIE ST SILVER CITY, NM 88061		LABOR RATE 80.00	LICENSE NO.	RELEASE 4,507	COLOR 7	STOCK NO.
		YEAR / MAKE / MODEL 07 / HONDA / CIVIC / 4 DOOR SEDAN			DELIVERY DATE	DELIVERY MILE
		VEHICLE ID NO. 1 H G F A 1 5 5 9 7 L 0 8 0 0 9 9			SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.			R.O. NO.	R.O. DATE 08/27/07
RESIDENCE PHONE 505-590-3372	BUSINESS PHONE	COMMENTS				

MO: 4507

JOB# 1 CHARGES

LABOR

J# 1 61H0Z **TRIM & MOLDINGS** **TECH(S):360** **WARRANTY**

CUSTOMER STATES DRIVER VISOR SEPARATED. CHECK AND ADVISE

TRIM B

VERIFIED CUSTOMER CONCERN. FOUND DRIVER SIDE VISOR

HAS INTERNAL FAIL. R&R DRIVER SIDE VISOR.

PARTS-----**QTY**-----**FP NUMBER**-----**DESCRIPTION**-----**UNIT PRICE**-----

1 83280-SNA-A01ZA SUNVISOR NH598L **WARRANTY**

TOTAL - PARTS **0.00**

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX HOC5 JOB# 1 TOTAL **0.00**

JOB# 2 CHARGES

LABOR

J# 2 71H099P **PERFORM QCM INSP** **TECH(S):360** **0.00**

PERFORM MULTIPPOINT QCM INSPECTION REPORT CARD

INSPECTION REPORT

COMPLETED QCM INSPECTION

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX HOC5 JOB# 2 TOTAL **0.00**

COMMENTS

PART PULLED

BOOKED BY RA

TOTALS

THANK YOU FOR CHOOSING BORMAN AUTOPLEX FOR PARTS AND SERVICE NEEDS. WE APPRECIATE YOUR BUSINESS

! LABOR RATE IS VARIABLE BASED ON COMPLEXITY OF THE JOB!!!

<SPECIAL ORDER PARTS WILL BE RETURN AFTER 30 DAYS!>

* CASH CHECK CHECK# ()	TOTAL LABOR....	0.00
* M/C VISA DISCOVER AMERICAN EXP.	TOTAL PARTS....	0.00
* CHARGE CASHIER INIT. () DATE: / /	TOTAL SUBLET....	0.00
*****		TOTAL G.O.G....
*****		TOTAL MISC CHG....
*****		TOTAL MISC DISC....
*****		TOTAL TAX.....
TOTAL INVOICE \$		0.00

!! PARTS WITH RM SUFFIX INDICATE A REMANUFACTURED PART !!

THERE WILL BE A \$20.00 CHARGE ON ALL RETURNED CHECKS.

CUSTOMER SIGNATURE _____

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DISCLAIMER OF WARRANTIES

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SHOP SUPPLIES A charge is included for supplies used on your vehicle. Applicable supply items are: lubricants, tape, aerospray, silicone, solvents, rags, carburetor cleaner, towels, solder, wire, window sealer, etc. And environmental disposal fees.

FINANCE CHARGE A finance charge will be assessed on all balances on account over 30 days past due. Your finance charge is computed by a single periodic rate of 1 1/2% per month (minimum charge of 50 cents) which is an annual percentage rate of 18%.

LABOR TIME GUARANTEE This dealership uses the hours published in the Factory Labor Time Guide, Mitchell Manual and/or Motors Crash Book which reflects an average time requirement for the performance of specific vehicle repairs. It may, therefore, be either more or less than the actual clock time in any given instance.

ADDITIONAL WARRANTY INFORMATION ON BACK.

If for any reason
you are not
"COMPLETELY SATISFIED"
with your service visit,
please contact
Doug Quillen, Service Manager
(505) 525-4542

Thank You!

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www.bormanautoplex.com

CELL: 505-590-3372

CUSTOMER NO. 28672	ADVISOR LISA SORENSON	350	TAG NO. 1023	INVOICE DATE 11/01/08	PROCESS 24963
KATHERINE WARREN 1321 WEST YANKIE ST. SILVER CITY, NM 88061	LABOR RATE 87.00	LICENSE NO.	RELEASE 14,938	COLOR 7	STOCK NO.
	YEAR / MAKE / MODEL 07 / HONDA / CIVIC / 4 DOOR SEDAN			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 H G F A 1 5 5 9 7 L 0 8 0 0 9 9			SELDOR DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	11/01/08
RESIDENCE PHONE 505-590-3372	BUSINESS PHONE 505-538-6549	COMMENTS			MO: 14938

JOB# 1 CHARGES

LABOR J# 1 61H0Z TRIM & MOLDINGS TECH(S):293 CUSTOMER STATES. PASSENGER SIDE VISOR IS BROKEN CHECK AND ADVISE INSPECTED VEHICLE FOUND RT FRONT SUNVISOR SEPARATED AT THE SEAMS R&R RT FRONT SUNVISOR REASSEMBLED RECHECKED OPERATION FINE AT THIS TIME TIME	WARRANTY
--	-----------------

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	83230-SNA-A01ZA	SUNVISOR NH998L		
				TOTAL - PARTS	0.00

JOB# 1 TOTALS **JOB# 1 JOURNAL PREFIX HOCS JOB# 1 TOTAL** **0.00**

JOB# 2 CHARGES

LABOR J# 2 71H099P PERFORM QCM INSP TECH(S):293 PERFORM MULTIPOINT QCM INSPECTION REPORT CARD INSPECTION REPORT COMPLETED QCM INSPECTION	0.00
--	-------------

JOB# 2 TOTALS **JOB# 2 JOURNAL PREFIX HOCS JOB# 2 TOTAL** **0.00**

COMMENTS
(HR)
BOOKED BY CANDACE

TOTALS

THANK YOU FOR CHOOSING BORMAN AUTOPLEX FOR PARTS AND SERVICE NEEDS. WE APPRECIATE YOUR BUSINESS LABOR RATE IS VARIABLE BASED ON COMPLEXITY OF THE JOB!!! <SPECIAL ORDER PARTS WILL BE RETURN AFTER 30 DAYS!> *****	TOTAL LABOR.... 0.00 TOTAL PARTS.... 0.00 TOTAL SUBLET.... 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 0.00
--	--

* CASH <input checked="" type="checkbox"/> CHECK <input checked="" type="checkbox"/> (15/15) * M/C VISA DISCOVER AMERICAN EXP. * CHARGE CASHIER INIT. () DATE:	TOTAL INVOICE \$ 0.00
---	------------------------------

 !! PARTS WITH RM SUFFIX INDICATE A REMANUFACTURED PART !!
 THERE WILL BE A \$20.00 CHARGE ON ALL RETURNED CHECKS.

CUSTOMER SIGNATURE _____

TERMS: STRICTLY CASH, MAJOR CREDIT CARDS OR APPROVED CHECKS.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those made by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

SHOP SUPPLIES A charge is included for supplies used on your vehicle. Applicable supply items are: lubricants, tape, aerospray, silicone, solvents, rags, carburetor cleaner, towels, solder, wire, window sealer, etc. And environmental disposal fees.

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ADDITIONAL WARRANTY INFORMATION ON BACK.

If for any reason
you are not
"COMPLETELY SATISFIED"
with your service visit,
please contact
Doug Quillen, Service Manager
(505) 525-4542

Thank You!

8400 Nairn #1809
Houston TX 77074
July 8, 2011

Los Angeles Superior Court
Central Civil West
600 South Commonwealth Ave.
Los Angeles CA 90007

Berk Law PLLC
c/o Steven N. Berk
1225 15th Street NW
Washington DC 20005

Terrell Marshall Daudt & Willie PPLC
c/o Beth E. Terrell
936 North 34th Street # 400
Seattle WA 98103

Lewis Brisbois Bisgaard & Smith LLP
c/o Roy M. Brisbois
221 N. Figueroa Street #1200
Los Angeles CA 90012

Mr. Steve Center
VP – Public Relations
Honda North America
700 Van Ness Avenue
Torrance CA 90501

Mr. Tetsuo Iwamura
President & CEO
Honda North America, Inc.
700 Van Ness Avenue
Torrance CA 90501

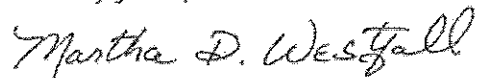
Re: Objection to settlement in Cooper, et al. v. American Honda Motor Co., Inc.
Case No. BC 448670

I have a 2008 Honda Civic Sedan which I purchased from Gillman Honda in Houston Texas. The sun visors split and were replaced at no cost to me, other than my time and aggravation, on 10-27-08. The replacement sun visors were defective. They split and were replaced at no cost to me, other than my time and aggravation, on 5-21-11. I now have my third set of sun visors on a 2008 Honda. If they split after the car is seven years old, I will have to pay for all future sets. This is very unfair and not acceptable. I am very disappointed in Honda. The reason I bought a Honda is their reputation for producing quality products. Yet they continue to replace sun visors with new sun visors that they know are defective. Honda should be required to provide sun visors that are not defective or, at the very least, extend the warranty on the visors for the life of the car.

I drove my previous Civic for 18 years, and the visors never split. Before that, I drove a Toyota Corolla for over 11 years, and the visors never split. Before that, I drove a VW for approximately 8 years, and the visors never split. None of the visors on my parents' cars or friends' cars ever split. This indicates that sun visors should last the life of the car.

There is no excuse for continuing to provide customers with defective visors or any other part that is known to be defective. Customers should not be punished because Honda knowingly installs defective parts. If Honda continues this kind of behavior they will further damage their reputation and lose many current and future potential Honda customers.

Sincerely yours,



Martha D. Westfall

8400 Nairn # 1809
Houston TX 77074

2008 Honda Civic LX Sedan
1HGFA16538L022120 VIN

713-772-2265 phone

Enc.

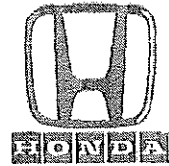
SINCE 1938 Gillman

10595 WEST SAM HOUSTON PARKWAY SOUTH
HOUSTON, TEXAS 77099

Genuine Parts / Accessories

DIRECT SERVICE LINE
(713) 776-4850

www.gillmanauto.com



Warranty

10-27-08

4,251 miles

All bills due and payable in Houston, Harris County, Texas.

Replaced sun visors

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W88979	
WESTFALL, MARTHA D		WESTFALL, MARTHA D	
8400 NAIRN # 1809		8400 NAIRN # 1809	
HOUSTON TX 77074		HOUSTON TX 77074	
WORK: (713) 772-2265 HOME: (713) 772-2265		WORK: (713) 772-2265 HOME: (713) 772-2265	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4000 ADV: RMO PALACIOS, INVOICE: PRELIM WAR W MF		VIN 1HGEA16538L022120 LICENSE NUMBER: TX DCX812	
MEG: 060001 TAX RULES: YMMN INVOICED: 10/27/2008 08:55:53		08 HONDA CIVIC LX 4DR SDN Gray	
ODMETER IN: 4252 OUT: 4252 DIST: JHM		CHASSIS R65211 H7672 STOCK# 0H080760	
DATES BEGIN: 10/27/08 DONE: 10/27/08		DATES INSERVICE: 121007 SOLD: 121807	

CONCERN 51	CUSTOMER STATES DRIVERSIDE SUNVISOR WILL NOT STAY UP AND IS COMING APART	OPERATION	TECH	HOURS	AMOUNT
CAUSE	BROKEN COMING APART	840100	878	.1	
CORRECTION	INSTALL NEW DRIVER VISOR RETEST OK NOW				
COMMENT	01801				
	PART NUMBER PO# NOTE DESCRIPTION QTY LIST SELL				
	HON 83280-SNA-A01ZA				
FACTORY	TECH: 878 - LE, DUNG				
	FAIL CODE : 8401				
	FP-83280SNA-A01ZA				

CONCERN 52	CUSTOMER STATES PASSENGER SIDE SUNVISOR WILL NOT STAY UP AND IS COMING APART	OPERATION	TECH	HOURS	AMOUNT
CAUSE	BROKEN/COMING APART	840130	878	.1	
CORRECTION	INSTALL NEW RIGHT VISOR RETEST OK NOW				
COMMENT	01801				
	PART NUMBER PO# NOTE DESCRIPTION QTY LIST SELL				
	HON 83230-SNA-A01ZA				
FACTORY	TECH: 878 - LE, DUNG				
	FAIL CODE : 8401				
	FP-83230SNA-A01ZA				

PAYMENT DISTRIBUTION FOR INVOICE W88979

** CUSTOMER WAITING **

IF YOU HAVE ANY QUESTIONS - PLEASE SEE HENRY PALACIOS

PAGE 1
LAST PAGE

ARBITRATION AGREEMENT

and all disputes, claims and/or controversies whatsoever between the Parties hereto (or, the dealership and purchaser) shall be submitted to final and binding arbitration before one arbitrator in Houston, Texas (or, in the city in which the dealership is located) in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Texas law shall apply. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be the exclusive, final, and binding method of resolution of any and all disputes, claims or controversies whatsoever between the Parties.

AGREED: X

By my signature, I acknowledge that I have read and understood the terms and conditions of this arbitration agreement, agree to its terms, and that I received a true copy of this order.

CUSTOMER
"STILL THE ONLY WAY TO GO!"

67854

61979

UC3

LINE SERVICE INVOICING BY

5-21-11
10-27-08

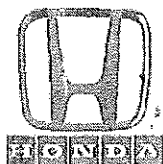
Gillman SINCE 1938

10595 WEST SAM HOUSTON PARKWAY SOUTH
HOUSTON, TEXAS 77099

Genuine Parts / Accessories

DIRECT SERVICE LINE
(713) 776-4850

www.gillmanauto.com



All bills due and payable in Houston, Harris County, Texas.

37654

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: W73846	
WESTFALL, MARTY		WESTFALL, MARTY	
8400 NAIRN # 1809		8400 NAIRN # 1809	
HOUSTON TX 77074		HOUSTON TX 77074	
WORK: (713) 431-7815 HOME: (713) 772-2265		WORK: (713) 431-7815 HOME: (713) 772-2265	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 4253	ADV: EED POTTS, MD	INVOICE: ERELTH WAR W	MP
MFG: 060001	TAX RULES: YNNN	INVOICED: 05/21/2011 09:48:34	
ODOMETER IN: 15991	OUT: 15992	LOCATION: 12197	DIST: JHM
DATES BEGIN: 05/21/11	DATE: 05/21/11		
		VIN 1HGFA16538L022120	LICENSE NUMBER: TX DCK812
		08 HONDA CIVIC LX	4DR SDN Gray
		CHASSIS R65211 H7672	STOCK# 0H080760
		DATES INSERVICE: 121807	

CONCERN 40	CUSTOMER STATES PASS SIDE AND DRIVER SIDE SUN VISORS ARE SPLIT-11-031	OPERATION	TECH	HOURS	AMOUNT
	SUNVISOR SPLIT	8401B5	808	.1	
CAUSE	DRIVER AND PASSANGER SUNVISOR BROKEN AND COMING APART				
RECTION	PERFORM RECALL REPLACE LEFT AND RIGHT SUNVISOR				
40-1	DRIVER AND PASSANGER SUNVISOR BROKEN AND COMING APART	8401B	808	.1	
	PART NUMBER PO# NOTE DESCRIPTION QTY LIST SELL				
	HON 83230-SNA-A012A				
	SUNVISOR *BH598L*	1			
	HON 83280-SNA-A012A				
	SUNVISOR *NH598L*	1			
FACTORY	TECH: 808 - DUONG, CUONG				
	FAIL CODE : 0				
	FP-83230SNA012A* LINE AMT: MF 052111 09:46				
40-1	FAIL CODE : 0				

PAYMENT DISTRIBUTION FOR INVOICE W73846

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MORRIS
IF THERE IS ANY REASON WE DID NOT EARN "SERVICE OF EXCELLENCE" ON YOUR
VISIT TODAY, CONTACT MANAGEMENT AT KGOLDSBERRY@GILLMANAUTO.COM
CONTINUOUSLY IMPROVING TO EXCEED YOUR EXPECTATIONS
SHANG SHAHRIARI OR KELLY GOLDSBERRY - YOUR SERVICE MGMT TEAM

PAGE 1
LAST PAGE

*Replaced defective sun visors again. Said
warranty was extended to 7 YRS or 100K miles.
Previously replaced 10-27-08.*

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

ARBITRATION AGREEMENT

and all disputes, claims and/or controversies whatsoever between the Parties hereto (or, the dealership and dealer) shall be submitted to final and binding arbitration before one arbitrator in Houston, Texas (or, in the city which the dealership is located) in accordance with the Commercial Arbitration Rules of the American Arbitration Association, Texas law shall apply. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration shall be the exclusive, final, and binding method of resolution of any and all disputes, claims or controversies whatsoever between the Parties

AGREED: X

By my signature, I acknowledge that I have read and understand the terms and conditions of this arbitration agreement, agree to its terms, and that I received a true copy of this order

CUSTOMER

"STILL THE ONLY WAY TO GO!"

ON LINE SERVICE INVOICING BY 01979 UCS

Los Angeles Superior Court
Central Civil West
600 S. Commonwealth Ave.
Los Angeles, CA 90005

RECEIVED L. 1353

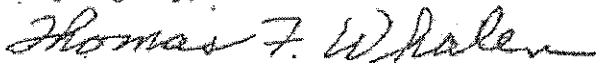
JUL 14 2011

I am commenting on the settlement in Cooper, et al. v. American Honda Motor Co. Inc., Case No. BC 448670. I am the owner of 2006 Honda VIN 2HGPG11256H523631 which is a class vehicle.

I object to the class action suit on the grounds that it is an attempt to extort an unreasonably large fee for the attorneys as based on a trivial defect. Honda does not deserve this type of harassment. Honda produces a quality product. I have owned 7 or 8 Honda autos since my first one in 1979 and have always been satisfied both with the product as well as their handling of problems, few as they were, over the years.

I recommend that the Superior Court deny both the Attorneys' Fee and Cost Award (not to exceed 430,000.00\$) and the \$1500.00 Service Award as requested.

Respectfully,



Thomas F. Whalen
15395 Centralia
Redford, MI. 48239-3807
313 387 8918

Brandi Williams
1423 Garden Path
Round Rock, TX 78664
512-633-0166

VIN: 2HGFG12876H527523 2006 Blue 2-door automatic Civic
VIN: 1HGFA168X7L019921 2007 Silver 4-door automatic Civic

ATTENTION: Commenting on the settlement, *Cooper, et al. v. American Honda Motor.*,
Case No. BC 448670

My objection is that the period of time this "extended warranty" that I have purchased is the same as this settlement which really does not benefit me in the long haul. Eventually I will have to pay more out of pocket if I reach the 7 years or 100,000 miles while Honda has still not fixed this sun visor problem. People are continuing to purchase these vehicles and this issue still exist so should Honda be adding extended warranty all future purchases until this problem is solved?

Although I did not come out of pocket by the settlement standards (purchased extended warranty) for the replacement of several sun visors, I felt it was my responsibility to make the court aware of the aggravation, inconvenience, and dissatisfaction of the first Honda I purchased. I purchased my first Honda Civic in February 2006 and by November 2006 I returned it to Classic Honda. Honda is supposed to be a quality brand in which I never thought that I would have ANY issues with as long as I kept up with the maintenance of the car because Honda is supposed to be a superior brand.

My objection to this settlement is pretty divided because my inconveniences like waiting for their van to take me to work, not being able to see when driving, and having to wait for someone to pick me up are not being considered as part of this settlement. Besides having both sun visors having to be replaced on driver and passenger sides, my driver side visor was replaced 2 times. I could not drive to work safely because the visor dangled in my face. When I asked Honda why this was happening, they claimed they did not know. These were not the only problems I had, and Honda Classic had my car in their possession more than I did, which was finally why I told them they needed to take it back and give me a different Honda.

I am divided regarding this lawsuit because by purchasing extended warranty I feel my issues with this settlement are being excluded. In having extended warranty I still paid out of pocket because it cost, if I remember correctly, approximately \$500 in which the times it has been used most was to replace these defective sun visors.

After returning my first Honda to Classic, I was too afraid to have another 2-door Civic because I felt they may all be defective, so I agreed to purchase the 4-door Civic 2007. I was not very pleased with this because my sole reason of deciding on the Honda brand was because I wanted the 2-door model, (I previously owned a Toyota Corolla).

On July 5, 2011, I recently had to have another sun visor replaced. Sitting at Honda on my day off was not what I had planned, but again, Honda does not seem to care about the inconvenience that this ONGOING and inconvenient issue is causing its customers.

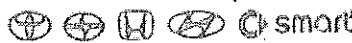
Cordially,

Brandi L. Williams

Brandi L. Williams

ROUND ROCK

Auto Group



P.O. Box 1568
2301 North IH35
Round Rock, TX 78680
PH # 512-244-9000

CUSTOMER NO. 107274	SERVICE ADVISOR CATHERINE GARNEAU	TAG NO. 4056	INVOICE DATE 07/05/11	INVOICE NO. HOCQ107168
BRANDI WILLIAMS 150 KLATTENHOFF LN APT 17105 HUTTO, TX 78634-4637	LABOR RATE 186\$JZ	RELEASE 61,966	COLOR SILVER/	STOCK NO.
	YEAR/MAKE/MODEL 07/HONDA/CIVIC/4DR EX NAVI	DELIVERY DATE 11/07/06	DELIVERY MILES 1.9	
	VEHICLE I.D. NO. 1HGFA168X7L019921	SELLING DEALER NO.	PRODUCTION DATE 10/01/06	
	F.T.E. NO.	P.O. NO.	R.O. DATE 07/05/11	
RESIDENCE PHONE 512-386-1868	BUSINESS PHONE	COMMENTS		

MO: 61966

LABOR & PARTS
J# 1 02HOZ00001 PROMISE TIME: TECH(S): 4054 0.00
WAIT 12:15

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1 TOTAL PARTS					0.00
JOB # 1 TOTAL LABOR & PARTS					0.00

J# 2 17HOZ01 SURVISOR, LEFT TECH(S): 4054 WARRANTY
CUSTOMER STATES DRIVER SIDE VISOR IS SPLITTING. REPLACE VISOR

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2	1		83280-SNA-A01ZA	SUNVISOR 83230	0.00
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$9.70 (+TAX)

TOTALS

Please answer honestly so that we can better Serve You!	TOTAL LABOR....	0.00
Please Rate this Service Experience:	TOTAL PARTS....	0.00
<input type="checkbox"/> Excellent, all went as expected.	TOTAL SUBLET....	0.00
<input type="checkbox"/> Very Good, not quite as expected, room for improvement	TOTAL G.O.G....	0.00
<input type="checkbox"/> Good, not at all as expected, disappointed	TOTAL MISC CHG....	0.00
<input type="checkbox"/> Poor, so dissappointed I will not be back!	TOTAL MISC DISC....	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

Any suggestions for improvement:

CUSTOMER SIGNATURE

Maintaining and repairing your car inevitably involves the use of chemicals and the generation of wastes (solvents, oils, caustics, leads, asbestos, oil filters, batteries, tires, etc.) that must be stored, managed and disposed of in strict compliance with Federal, State and local environmental regulations. We support these regulations and believe our customers do also, because these measures help ensure a safer and healthier environment for everyone. A charge for supplies and materials is made on each invoice. This will be shown as Shop Supplies. A charge for disposal of hazardous waste items will be shown as Environmental Fees.

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturer. This dealership hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sold products. Customer gives the dealership an express mechanic's lien on the vehicle described, such lien to secure the cost of the repairs made to such vehicle.

Customer Signature

NOTICE PURSUANT TO PROPERTY CODES 70.001
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR AGREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH BUSINESS & COMMERCE CODE, § 9.609, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

— EXHIBIT 2 —

Terrel Marshall Daudt & Willie PLLC
c/o Beth E. Terrel
936 North 34th Street, Suite 400
Seattle, WA. 98103

Amanda Khatib
8166 Rockview Circle
Westminster, CA. 92683

July 26, 2011

Re: Cooper, et. al. v. American Honda Motor Co., Inc., Case No. BC 448670

To Whom It May Concern,

I received the information regarding the class action lawsuit, case no. BC 448670, and am sending correspondence in favor of the aforementioned class action lawsuit.

Currently, I am the sole owner of a 2006 Honda Civic Coupe in which I purchased, brand new in June of 2006. The sun visors on both passenger and driver side have been replaced due to "sun warp" damage and high temperature conditions.

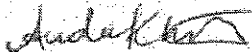
I brought this defect to American Honda Motor Co., Inc.'s attention last year. I do have all documentation of correspondence and copies of all repairs made on said sun visors.

Fortunately, these repairs were done at no cost to me. However, I do believe there is a defect pertaining to my Honda Civic's sun visors—a dangerous matter that should not be overlooked nor the responsibility of the vehicle owner.

Should the records in which I have on file be of assistance to your prosecution's case, I would be more than happy to submit them upon request.

I thank you in advance for speaking on behalf of all class members and taking into consideration the above information I have shared.

Sincerely,



Amanda Khatib

Vehicle Information:
Model Year: 2006
VIN No.: 2HGF12886H563236

— EXHIBIT 3 —

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

-----)
THERON COOPER and ALICE TRAN,)
individually and on behalf of all)
others similarly,)
Plaintiffs,)
vs.) Case No.
AMERICAN HONDA MOTOR CO., INC., a) BC 448670
California corporation,)
Defendant.)

Deposition of RICHARD C. SHANNON, taken
at 221 North Figueroa Street, Suite 1200,
Los Angeles, California, commencing at
9:35 A.M., Monday, January 24, 2011, before
Wendy S. Schreiber, CSR No. 3558, RPR.

PAGES 1 - 184

1 it part of your normal job duties to learn when
2 there's sort of failures such as the visor failures
3 that occurred here?

4 A. Yeah, it falls within our normal job
5 function.

6 Q. It wasn't something that you were asked to
7 do -- strike that.

8 Were you aware of the problem before this
9 lawsuit was brought in 2010?

10 A. Yes.

11 Q. You were not brought into this solely as a
12 result of the litigation; is that correct?

13 A. That's correct.

14 Q. When did Honda first suspect that there was
15 any sort of problem with the sun visors in the Honda
16 Civics?

17 A. Probably within the first six months or year
18 after it started production. So back maybe 2006.

19 Q. The first six months of 2006?

20 A. Since production. We usually start
21 production probably August or September of the
22 previous year.

23 Q. Your testimony is within the first six
24 months after August/September of 2005 is when you
25 first became aware that there might be an issue with

1 the sun visors?

2 A. I believe so.

3 (Deposition Exhibit 2 was marked for
4 identification and is annexed hereto.)

5 BY MR. TINDALL:

6 Q. Let's mark as Plaintiff's Exhibit 2, this is
7 a document that is just a subset of the spreadsheet
8 information that we were provided. And I have very
9 elegantly marked in the lower right-hand corner page
10 numbers which are just for the purpose of this
11 exhibit 1 through 10. For explanation purposes, if
12 you will look at the first two pages, those are
13 items from the first eight columns shown on page 1.
14 And then the third and fourth pages are for the next
15 eight columns from the "Labor OP" through "Failed
16 Part #." Do you see that?

17 A. Yes, I do.

18 Q. And so on throughout. Because it's a very
19 wide spreadsheet I produced it in this way so that
20 the numbers are legible.

21 Did you have any involvement in the creation
22 of this spreadsheet that captures this information
23 with regard to the warranty claims?

24 A. People that work for me put this together.

25 Q. This sort of document, was it put together

1 that correct?

2 A. It's a permanent counter-measure.

3 Q. That's dated September 8, 2008. It says,
4 "Reduce diameter of North American arms." Do you
5 see that?

6 A. Yes.

7 Q. What's your understanding of what that
8 means?

9 A. Just the supplier was able then to control
10 their manufacturing process to try to keep it at
11 what the specification was for the diameter of the
12 arm.

13 Q. So was the North American manufacturer
14 previously making it larger than what the
15 specification was?

16 A. The North American -- Axxis was not able to
17 keep it within the specification. So they were
18 making it too large.

19 Q. That's the specifications that Honda gave to
20 them?

21 A. Actually, the specification for the
22 internals of this part is all done by Axxis
23 themselves. They weren't able to keep their own
24 specifications.

25 Q. Then the next one says, "Perm c/m" and it

1 says both November 5, '08 and November 7, '08.
2 "ELP/HCM change resin from U.S. to Japan supplied,
3 which testing shows is superior in high temp
4 conditions." Do you see that?

5 A. Yes.

6 Q. What's your understanding of what was done?

7 A. For that now they're talking about that
8 finally coming into the resin forming the actual two
9 halves of the case. So all along there's been
10 conversation about, you know, why is Japan resin so
11 much better than U.S.? Of course it comes down to
12 these tolerances but then it was recognized earlier
13 that there really is a resin difference. So that's
14 where they started utilizing the Japan resin for
15 manufacturing in the Axxis facilities.

16 Q. And earlier we talked about the resin and
17 coolant -- resin and colorant ratio. This sounds a
18 little different. This isn't about -- strike that.
19 I don't want to put words in the mouth.

20 This counter-measure isn't just changing the
21 ratio of the colorant and the resin, correct?

22 A. Correct. This is instead of relying on the
23 U.S. colorant mix ratio, they were just going to
24 scrap all that and just go with everything they
25 received from Japan. So they would have their

1 complete resin mix which, of course, had their own
2 colorant and they wouldn't have to be concerned
3 about how much of a mix ratio they were using.

4 Q. Let me break that down. So is the resin
5 actually different? The Japan resin was actually
6 different from the North American resin?

7 A. Yes.

8 Q. The ratio was different as well?

9 A. Yes.

10 Q. Your understanding was in the permanent
11 counter-measure the ELP and HCM changed the resin
12 from the U.S. to the Japan supplied. Do they -- is
13 it that ELP and HCM changed it or is it that Axxis
14 changed it?

15 A. Axxis.

16 Q. Axxis is the one who -- strike that.

17 Does Axxis manufacture the complete visor?

18 A. Yes.

19 Q. And then sends it to the Honda factories?

20 A. Correct. We get the complete assembly. We
21 don't do any final assemblies. We just merely shoot
22 this into the roof.

23 Q. This might be shorthand. ELP and HCM aren't
24 the ones actually using the resin. It's Axxis,
25 correct?

1 A. Correct.

2 Q. This just reflects that ELP and HCM are
3 using visors from Axxis that have had the resin
4 changed?

5 A. Correct, yes.

6 Q. It says on here that the testing shows that
7 the Japan-supplied resin is superior in high-temp
8 conditions. Do you see that?

9 A. Yes.

10 Q. I'm paraphrasing. Do you know what testing
11 that is referring to?

12 A. Internal testing at Axxis.

13 Q. Have you seen or has anyone at Honda seen
14 that testing?

15 A. We've seen -- we have a document that shows
16 their testing, before and after counter-measures.

17 Q. Do you know if that document has been
18 produced to the plaintiffs in this case?

19 A. I believe so.

20 Q. We'll get to what I think you're referring
21 to. Do you know -- did you see that testing data?

22 A. I saw the document, yes.

23 Q. We'll get to it. Did Honda ask Axxis to
24 conduct that testing?

25 A. I'm not sure.

1 Q. You don't know whether it was requested by
2 Honda or whether Axxis did it on its own?

3 A. Correct, I'm not sure.

4 Q. The last one, and we should take a break but
5 let's just power through this one, it says the issue
6 is sun visor split/broken. "Cause" says, "Themed up
7 9/11/09." You've used the term "themed up" a few
8 times. Can you tell me in other words what that
9 means?

10 A. Just when the QIS is issued. So we may have
11 some data analysis prior to that to try to
12 understand what's going on. Like I indicated, a
13 number of different things can happen to any part.
14 What we try to do is we try to break it down to what
15 are all those different problems, and then once we
16 identify a problem, that's something that we should
17 be working on, then we'll theme up on it, issue a
18 QIS, and then we'll start working to analyze what's
19 going on with that one issue.

20 Q. Theming up is -- can you paraphrase it by
21 saying putting together the QIS?

22 A. It's the initiating of the QIS.

23 Q. Help me understand this part. "HAM PWG
24 completed a process QAV..." --

25 A. QAV.

1 Q. What is HAM PWG?

2 A. So HAM is our Honda American Manufacturing
3 and then PWG is Parts -- I don't know exactly what
4 it stands for, but they're directly responsible for
5 working with the supplier. So in the case of HAM,
6 PWG works directly with the supplier and then in
7 this case here they performed a QAV, which is a
8 quality audit visit or quality -- I think it's like
9 audit visit. So they would actually go to the
10 supplier, understand all their processes, what their
11 associates should be doing, how does it compare to
12 what the specification is and look to see now do you
13 guys understand what's going on and what process do
14 we have to make sure that all this stays controlled
15 and doesn't slip away.

16 Q. And this says that the HAM PWG completed a
17 process QAV at Axxis on December 2, 2009 and
18 confirmed all past CMS, counter-measures. Do you
19 see that?

20 A. Yes.

21 Q. When that occurs, does HAM PWG create a
22 document relating to the process QAV?

23 A. It's usually just results are identified
24 within the OIS.

25 Q. So the results of the process QAV would be

1 reflected in the QIS?

2 A. The outcome would be, yes.

3 Q. This next sentence says, "One claim analyzed
4 from December '08 was made with one half of the
5 housing molded in Nov. and another one in
6 December '08." Do you see that?

7 A. Yes.

8 Q. It says, "The November half is probably old
9 material and would not weld very well." What halves
10 is it referring to?

11 A. These two halves. So the visor, the top
12 half and the bottom half. Two parts of the
13 clamshell, or whatever you want to call it. One is
14 made with older U.S. resin that wasn't controlled
15 right and the other part is made with Japan resin.
16 The likelihood of it holding together is probably
17 pretty slim.

18 Q. Why do you think that was identified here?
19 Just that it was something that was found during the
20 process of that QAV?

21 A. So the supplier wasn't diligent of being
22 able to -- so they had a process where they were
23 making one half and in the process of making the
24 other halves they should have had better inventory
25 control to say when do we start marrying these

1 together. Are they actually the same materials or
2 not?

3 Q. "The November half is probably old material
4 and would not weld very well." Next it says
5 something like "FIIR analysis" or FTR. Do you
6 know -- it's hard to read.

7 A. I believe that's FTR. That's like a
8 failure -- it's just the way they analyze -- look at
9 the processes to try to understand what was causing
10 the problem. So you look at it and it's like, well,
11 that doesn't really make sense. Why are you doing
12 it that way? But it's not going to cause any
13 problems we may not assume there's going to be
14 anything happening. If they look at it and they
15 determine that even without any failures that
16 process as you're building parts doesn't make sense
17 and it will cause failures down the road, then
18 that's how we can kind of prevent issues from
19 happening.

20 Q. So here it says the FTR analysis did not
21 show the difference between Japanese and North
22 American material making it impossible to identify
23 the material. Do you see that?

24 A. Yes.

25 Q. What does that refer to? Does that refer to

1 that issue with the two different parts or is this
2 something else?

3 A. The two different parts. Just being able to
4 control their inventory and make sure that they were
5 using Japan halves together or North American halves
6 together.

7 Q. The last one is, "Current NA warranty trend
8 matches the one in Japan." Do you see that?

9 A. Yes.

10 Q. What does that sentence reflect?

11 A. So this was all after the counter-measure.
12 We took a look and tried to understand now are there
13 other things causing this so are there other things
14 that Axxis is still doing that's causing the
15 warranty rate to be higher. In this case it was
16 equal to the defect rate we had in our
17 Japan-produced visors.

18 Q. So it reflects -- was your department's
19 analysis looking at the North American warranty
20 trend and the Japanese warranty trend?

21 A. For this document here, it was the factory.

22 Q. The factory was the one who looked at that
23 issue?

24 A. Correct.

25 Q. As of -- do you know when that sort of

1 conclusion was drawn that the current warranty trend
2 in North American matched the Japanese one?

3 A. I believe that's -- is that the 9/11/09? It
4 was themed up but I think that's when they did their
5 OAV and they did their data analysis to try to
6 understand. This counter-measure was applied back
7 in January of '09.

8 Q. Right. So that the record is clear, the
9 date with regard to this issue is identified January
10 6, '09. And then the QIS primary appears to be
11 September 11th of '09. Is that correct?

12 A. Correct.

13 Q. The date we talked about before, that's the
14 date the counter-measure was implemented?

15 A. Yeah.

16 Q. And the QIS is later in the year of '09, in
17 September. Your testimony, if I understand it, was
18 as of that date is when the current North American
19 warranty trend matched the one in Japan?

20 A. When they did the September '09 OAV
21 analysis, that's when it matched up. That was after
22 having time in the market to try to understand the
23 issues. The second-to-the-last one, so the November
24 '08 -- sorry, I'm going up one.

25 Q. Right.

1 A. That's when we started using -- or Axxis
2 started using the Japan material. And then they had
3 these other issues where they were not using
4 Japan -- or U.S. halves and so then they had all
5 that. So that clean-up really was done January '09.
6 So that's when the first clean IPP tag came through.
7 Now we're all sure that they have the proper arms,
8 they have the proper resin, the proper heat staking,
9 the proper grease, that all came through January of
10 '09 and so then this last QIS was just to try to
11 formally document everything to make sure everything
12 is okay.

13 Q. Just so the record is clear, it does note,
14 as I think we mentioned before, that the process QAV
15 at Axxis was done in December of '09.

16 A. Correct.

17 Q. So --

18 A. Yes.

19 Q. I'm harping on this issue, but the
20 conclusion regarding the North American warranty
21 trend, would that have been done -- that conclusion
22 have been made as a result of the December '09 QAV?

23 A. Yes.

24 Q. Just the last one I'll make and then we
25 should take a break, under the "Description" it

1 says, "Material change from NA to Japanese." Do you
2 see that?

3 A. Yes.

4 Q. And that's referring to the resin -- the
5 changes in the resin have been made?

6 A. Correct.

7 Q. "All old level parts have now been used up.
8 Now first good VIN is picked after the old
9 material/stock parts were used up." Do you see
10 that?

11 A. Correct.

12 Q. The first good VIN, is that reflected in the
13 VINs immediately to the left?

14 A. Yes.

15 Q. It says the old parts being used up. Are
16 those the North American parts that it's referring
17 to?

18 A. Yes.

19 Q. And the -- is this an instance similar to
20 the arms? Is it that the resin is now as of this
21 date all coming from Japan or is it being made in
22 North America to the Japanese standards?

23 A. No, for the resin it's using Japan resin.
24 They didn't go back to using U.S. resin.

25 MR. TINDALL: Why don't we go off record.

— EXHIBIT 4 —

01-05 CIVIC VISOR CLAIMS

2001-2005 CIVIC INCL DEMOS FILES: MYR WARRANTY (DTL) US/PR ONLY CREATED ON 03DEC2010 USER=Katy Endicott

FACTORIES: ALL claim has RPNs starting with at least one of ('83280','83230') AND

CNT_DESC contains none of ('RATT','MIRROR','GLASS') REIMBURSES >=\$1

01 CIVIC E 2001 02 CIVIC E 2002 03 CIVIC E 2003 04 CIVIC E 2004 05 CIVIC E 2005

CLAIM/SALES RATIOS BY MODEL YEAR

MODEL=CIVIC

MODEL YEAR	CLAIMS	CUM CLAIMS	SALES	CUM SALES	DEFECT%	CUM DEFECT%
2001	3,128	3,128	341,734	341,734	0.9153	0.9153
2002	2,720	5,848	318,003	659,737	0.8553	0.8864
2003	1,561	7,409	259,069	918,806	0.6025	0.8064
2004	1,079	8,488	260,577	1,179,383	0.4141	0.7197
2005	825	9,313	255,987	1,435,370	0.3223	0.6488

CONFIDENTIAL SUBJECT TO
PROTECTIVE ORDER

AHM0010

06-08 REG CIVIC SUN VISOR
 2006-2008 CIVIC INCL DEMOS FILES: MYR WARRANTY (DTL) US/PR ONLY CREATED ON 03DEC2010 USER=Katy Endicott
 FACTORIES: ALL claim has RPNs starting with at least one of ('83280','83230') AND
 CNT_DESC contains none of ('RATT','MIRROR','GLASS') REIMBURSES >= \$1
 06 F 2006 07 F 2007 08 F 2008
 CLAIM/SALES RATIOS BY MODEL YEAR

MODEL=CIVIC

MODEL YEAR	CLAIMS	CUM CLAIMS	SALES	CUM SALES	DEFECT%	CUM DEFECT%
2006	91,530	91,530	294,546	294,546	31.0749	31.0749
2007	104,029	195,559	298,247	592,793	34.8801	32.9894
2008	53,856	249,415	321,964	914,757	16.7273	27.2657

CONFIDENTIAL SUBJECT TO
 PROTECTIVE ORDER

AHM0011

09-10 CIVIC VISOR ACM

2009-2010 CIVIC INCL DEMOS FILES: MYR WARRANTY (DTL) US/PR ONLY CREATED ON 03DEC2010 USER=Katy Endicott
 FACTORIES: ALL claim has RPNs starting with at least one of ('83280','83230') AND
 CNT_DESC contains none of ('RATT','MIRROR','GLASS') REIMBURSES >= \$1
 09 CIVIC FG 2009 H BEF: 05JAN2009 AFT: 06JAN09 09 CIVIC FA1 2009 H BEF: 05JAN2009 AFT: 06JAN09
 09 CIVIC FA1 2009 L BEF: 05JAN2009 AFT: 06JAN09 09 CIVIC FA1 2009 E BEF: 05JAN2009 AFT: 06JAN09
 10 CIVIC FG 2010 10 CIVIC FG 2010 09 CIVIC FA5 2009 H BEF: 05JAN2009 AFT: 06JAN09
 10 CIVIC FA1 2010 10 CIVIC FA5 2010 H

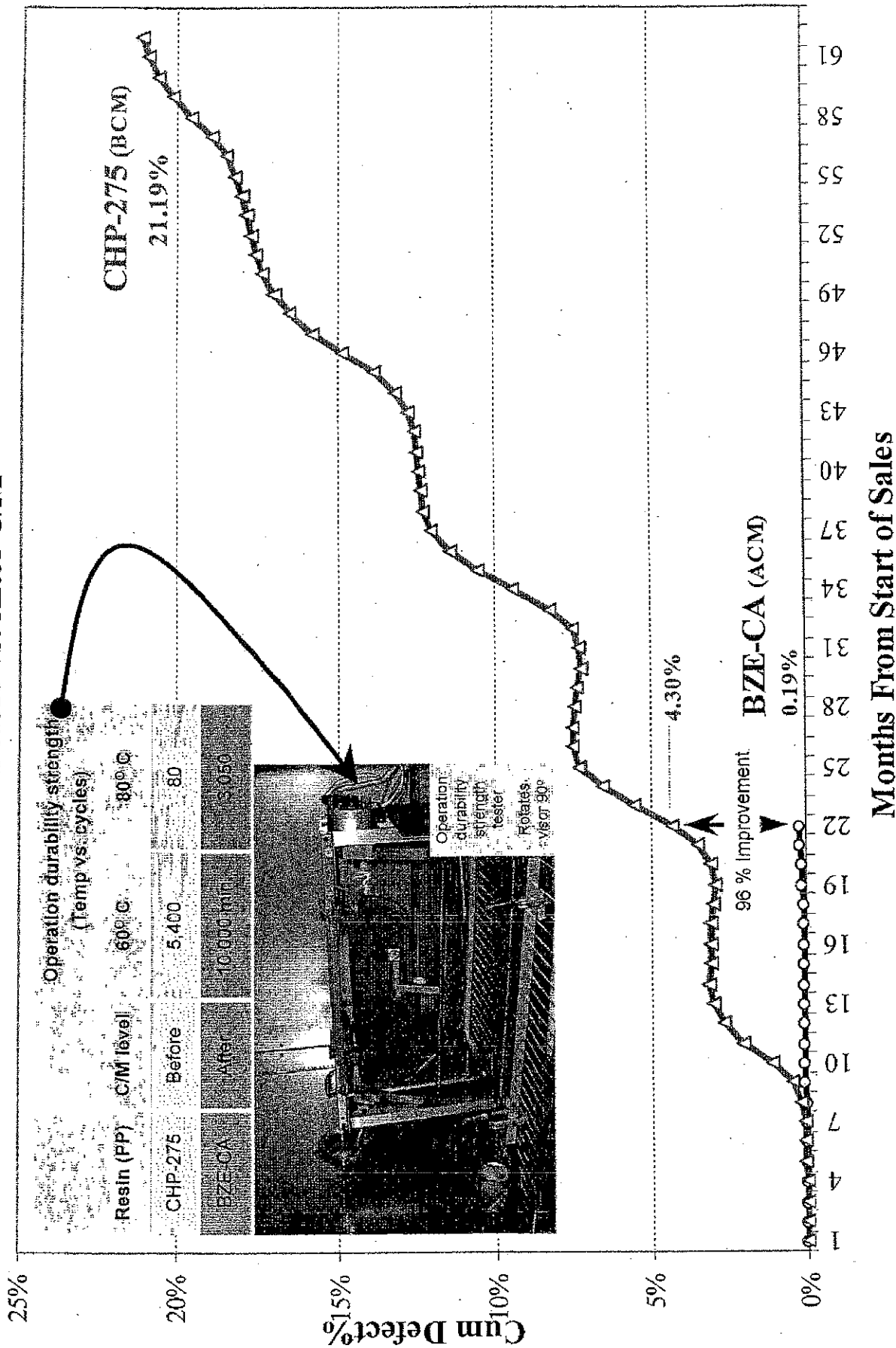
C/M CLAIM/SALES RATIOS BY MODEL YEAR

CM	MODEL YEAR	CLAIMS	CUM CLAIMS	SALES	CUM SALES	DEFECT%	CUM DEFECT%
09 CIVIC AFTER	2009	680	680	144,476	144,476	0.4707	0.4707
09 CIVIC BEFORE	2009	4,293	4,293	112,585	112,585	3.8131	3.8131
10 CIVIC	2010	136	136	245,099	245,099	0.0555	0.0555

CONFIDENTIAL SUBJECT TO
 PROTECTIVE ORDER

Warranty Defect % From Start of Sales

Before vs. After C/M



— **EXHIBIT 5** —

CONFIDENTIAL SUBJECT TO
PROTECTIVE ORDER

H HONDA Service Bulletin

08-023



Applies To: See VEHICLES AFFECTED

October 22, 2010

Sunvisor Comes Apart or Splits When Moved

(Supersedes 08-023, dated August 8, 2008, to revise the information marked by the black bars)

REVISION SUMMARY

- Under VEHICLES AFFECTED, models were added and VIN ranges were changed.
- Under PARTS INFORMATION, different colored sunvisors were added.

PROBLEM

The sunvisor comes apart or splits when moved up or down.

VEHICLES AFFECTED

2006 Civic: ALL

2007 Civic: ALL

2008 Civic: ALL

2009 Civic 2-Door:

From VIN 2HGFG1...9H500001
thru 2HGFG1...9H523741

2009 Civic 4-Door:

From VIN 19XFA1...9E000001
thru 19XFA1...9E001024

2009 Civic 4-Door:

From VIN 1HGFA1...9L000001
thru 1HGFA1...9L014540

From VIN 2HGFA1...9H500001
thru 2HGFA1...9H511481

From VIN 2HGFA1...9H500001
thru 2HGFA1...9H539040

2009 Civic GX:

From VIN 1HGFA4...9H000001
thru 1HGFA4...9H000783

2009 Civic Si 2-Door:

From VIN 2HGFG2...9H700001
thru 2HGFG2...9H702985

2009 Civic Si 4-Door:

From VIN 2HGFA5...9H700001
thru 2HGFA5...9H704700

2009 Civic Hybrid: ALL

PARTS INFORMATION

Driver's Sunvisor

P/N 83280-SNA-A01ZA, Atlas Gray, NH598L
P/N 83280-SNA-A01ZB, Pearl Ivory, YR327L
P/N 83280-SNA-A01ZC, Clear Gray, NH220L
P/N 83280-SNA-A01ZD, Gray, NH556L
P/N 83280-SNA-A01ZE, Light Warm Gray, NH686L
P/N 83280-SNA-A01ZF, Sienna Beige, YR400L

Passenger's Sunvisor

P/N 83230-SNA-A01ZA, Atlas Gray, NH598L
P/N 83230-SNA-A01ZB, Pearl Ivory, YR327L
P/N 83230-SNA-A01ZC, Clear Gray, NH220L
P/N 83230-SNA-A01ZD, Gray, NH556L
P/N 83230-SNA-A01ZE, Light Warm Gray, NH686L
P/N 83230-SNA-A01ZF, Sienna Beige, YR400L

WARRANTY CLAIM INFORMATION

The normal warranty applies.

Operation Number: 840100 (left sunvisor)
840130 (right sunvisor)
8401B1 (both visors)

Flat Rate Time: 0.1 hour (per sunvisor)

Failed Part: P/N 83280-SNA-A01ZB

Defect Code: 02101

Symptom Code: 01201

Skill Level: Repair Technician

REPAIR PROCEDURE

Replace the sunvisor:

- Refer to steps 3 thru 5 on page 20-133 of the 2006-2010 Civic Service Manual, or
- Online, enter keyword HEADLINER, select Headliner Removal/Installation from the list, and do only steps 3 thru 5 of that procedure.

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ATB 39292-45127 (1010)

1 of 1



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

AFM0004

— **EXHIBIT 6** —

CONFIDENTIAL SUBJECT TO
PROTECTIVE ORDER

H HONDA Service Bulletin

08-023



Applies To: See VEHICLES AFFECTED

May 16, 2008

Sunvisor Comes Apart or Splits When Moved

SYMPTOM

The sunvisor comes apart or splits when moved up or down.

PROBABLE CAUSE

The sunvisor is defective.

CORRECTIVE ACTION

Replace the affected sunvisor.

VEHICLES AFFECTED

2008 Civic: ALL

2007 Civic 2-Door: ALL

2007 Civic 4-Door:

From VIN 1HGFA1...7L000001
thru 1HGFA1...7L133830

From VIN 2HGFA1...7H500001
thru 2HGFA1...7H511918

From VIN 2HGFA1...7H300001
thru 2HGFA1...7H312059

2007 Civic GX:

From VIN 1HGFA4...7H000001
thru 1HGFA4...7H000964

2007 Civic Si 2-Door:

From VIN 2HGFG2...7H700001
thru 2HGFG2...7H711059

2007 Civic Si 4-Door:

From VIN 2HGFA5...7H700001
thru 2HGFA5...7H715060

2008 Civic 2-Door:

From VIN 2HGFG1...8H500001
thru 2HGFG1...8H500009

PARTS INFORMATION

Driver's Sunvisor (Atlas Gray, NH598L):

P/N 83280-SNA-A01ZA, H/C 8073496

Passenger's Sunvisor (Atlas Gray, NH598L):

P/N 83230-SNA-A01ZA, H/C 8073249

Driver's Sunvisor (Clear Gray, NH220L):

P/N 83280-SNA-A01ZC, H/C 8073512

Passenger's Sunvisor (Clear Gray, NH220L):

P/N 83230-SNA-A01ZC, H/C 8073264

Driver's Sunvisor (Gray, NH556L):

P/N 83280-SNA-A01ZD, H/C 8209520

Passenger's Sunvisor (Gray, NH556L):

P/N 83230-SNA-A01ZD, H/C 8209462

Driver's Sunvisor (Pearl Ivory, YR327L):

P/N 83280-SNA-A01ZB, H/C 8073504

Passenger's Sunvisor (Pearl Ivory, YR327L):

P/N 83230-SNA-A01ZB, H/C 8073256

WARRANTY CLAIM INFORMATION

In warranty: The normal warranty applies.

Operation Number: 840100 (left sunvisor)
840130 (right sunvisor)
8401B1 (both visors)

Flat Rate Time: 0.1 hour (per sunvisor)

Failed Part: P/N 83280-SNA-A01ZB
H/C 8073504

Defect Code: 02101

Symptom Code: 01201

Template ID: 08-023A

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.

REPAIR PROCEDURE

Replace the sunvisor:

- Refer to steps 4 thru 8 on page 20-123 of the 2006-2008 Civic Service Manual, or
- Online, enter keyword **HEADLINER**, select **Headliner Removal/Installation** from the list, and do only steps 4 thru 6 of that procedure.

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

AHM0005

— EXHIBIT 7 —

Terrell Marshall Daudt & Willie PLLC

Cooper, et al. v. American Honda Motor Co., Inc.

Los Angeles County Superior Court No. BC448670

COSTS

Computer Research (Westlaw, Courtlink)	\$	315.60
Courier	\$	580.73
Filing Fees	\$	1,785.64
Hotel	\$	1,180.22
Meals	\$	269.09
Mediation Fee	\$	1,765.28
Postage	\$	31.40
Reproductions (Scanning and copying)	\$	120.90
Travel (Airfare, Taxi, Parking)	\$	2,613.00
Total	\$	8,661.86