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8 *Attorneys for the Plaintiffs*

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

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

14 Plaintiffs,

15 v.

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

17 Defendant.

NO. BC448670

~~FILED FOR SERVICE~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVAL OF
FORM OF NOTICE, AND
PRELIMINARY CERTIFICATION
OF SETTLEMENT CLASS

Complaint Filed: November 1, 2010

CLASS ACTION

Judge: Hon. William F. Highberger

Department: 307

Date: April 22, 2011

Time: 9:00 a.m.

26 ~~FILED FOR SERVICE~~ ORDER GRANTING PRELIMINARY
27 APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL
OF FORM OF NOTICE, AND PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASS - 1
CASE NO. BC448670

ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 22 2011

Hon. A. Clarke, Executive Officer/Clerk

BY FAX

1 WHEREAS, Plaintiffs Theron Cooper, Alice Tran ("Plaintiffs"), and Defendant
2 American Honda Motor Company, Inc. ("Honda") have entered into a Settlement Agreement
3 dated February 24, 2011 (the "Agreement") in the above-captioned matter (the "Action");

4 WHEREAS, the Agreement sets forth the terms and conditions of a proposed class
5 action settlement and dismissal with prejudice of this action (the "Settlement"), and the parties
6 have requested preliminary approval of the Settlement set forth therein;

7 WHEREAS, having reviewed the Agreement and its exhibits and the pleadings and
8 other papers on file in this action, the Court finds that preliminary approval of the Agreement
9 and proposed Settlement should be granted, and all defined terms in this Order shall have the
10 same meaning assigned to them in the Agreement;

11 NOW, after review of the Agreement, and the matter having come before the Court by
12 hearing on April 22, 2011; and the Plaintiffs having appeared by Steven N. Berk of Berk Law
13 PLLC; Beth Terrell of the law firm Terrell Marshall Daudt & Willie PLLC; and Steven M.
14 Tindall of the law firm of Rukin Hyland Doria & Tindall LLP; on application of the Parties and
15 based on the record;

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

17 (1) Preliminary Approval. The Court grants preliminary approval of the Agreement
18 and proposed Settlement set forth therein and all terms used herein shall have the same
19 meaning as set forth in the Agreement.

20 (2) Staying the Action. All discovery and other pretrial proceedings in this Action
21 not related to settlement approval are hereby stayed and suspended until further order of the
22 Court.

23 (3) Jurisdiction. Pending resolution of the settlement proceedings in this matter,
24 the Court hereby asserts jurisdiction over the members of the Settlement Class for purposes of
25 effectuating this Settlement and releasing their claims.

26 [REDACTED] ORDER GRANTING PRELIMINARY
27 APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL
OF FORM OF NOTICE, AND PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASS - 2
CASE NO. BC448670

1 (4) Class Certification for Settlement Purposes Only. For the purposes of the
2 Settlement only and pursuant to California Rules of Court, Rule 3.769(d), the Court
3 conditionally certifies the following Settlement Class:

4 All residents of the United States, Commonwealth of Puerto
5 Rico, U.S. Virgin Islands, and Guam who currently own or lease,
6 or previously owned or leased, a Class Vehicle. Honda, Honda's
7 employees, employees of Honda's affiliated companies, their
8 officers and directors, Honda's counsel, insurers of Class
Vehicles, all entities claiming to be subrogated to the rights of
Class Members, issuers of extended vehicle warranties, and the
Judge(s) to whom this Litigation is or has been assigned are
specifically excluded from the definition of Class Members.

9 The Court directs that, for the sole purpose of settlement, and without an adjudication
10 on the merits, the Action shall proceed as a class action on behalf of the Settlement Class.

11 (a) Pursuant to California Code of Civil Procedure Section 382, and for the
12 purposes of settlement only, the Court finds that the Settlement Class identified by this Order is
13 ascertainable, that the size of the Settlement Class is numerous, and that it would be
14 impracticable to join all Settlement Class Members as individual parties.

15 (b) Pursuant to California Code of Civil Procedure Section 382, and for the
16 purposes of settlement only, the Court finds that the claims of the Plaintiffs are typical of the
17 claims of the members of the Settlement Class. Plaintiffs allege harm for the same alleged
18 wrongs, and the same alleged harm appears to apply to members of the Settlement Class. The
19 Court also finds for the purposes of settlement only, that certification of the Settlement Class is
20 the superior method for resolving the disputes between the Parties. The Court further finds, for
21 the purposes of settlement only, that members of the Settlement Class will benefit from the
22 relief obtained in the proposed Settlement.

23 (c) Should the Settlement not be finally approved or implemented for any
24 reason or should the Agreement be terminated as provided therein, the Settlement Class shall

1 be deemed decertified and entry of this Order shall not prejudice the rights of Defendants to
2 oppose certification of this action pursuant to California Code of Civil Procedure Section 382.

3 (5) Class Representatives and Co-Lead Class Counsel. Theron Cooper and Alice
4 Tran are designated as Class Representatives for the purpose of seeking approval of the
5 settlement of the Action. Steven N. Berk of Berk Law PLLC, Beth Terrell of the law firm
6 Terrell Marshall Daudt & Willie PLLC, and Steven M. Tindall of the law firm of Rukin Hyland
7 Doria & Tindall LLP are hereby designated as Co-Lead Class Counsel for the Class.

8 (6) Granting Preliminary Approval. The Settlement Agreement is preliminarily
9 approved as fair, adequate, reasonable and in the best interests of the Settlement Class, subject
10 to the right of any Settlement Class Member to challenge the Settlement Agreement and to
11 show cause, if any exists, why a Final Approval Order dismissing this Action (based on the
12 Settlement Agreement) should not be entered after due and adequate notice to the Settlement
13 Class and a Final Approval Hearing as ordered herein.

14 (7) Findings Regarding Proposed Settlement. The Court finds that: (i) the proposed
15 settlement resulted from extensive arm's-length negotiation; and, (ii) the proposed settlement
16 evidenced by the Settlement Agreement is sufficient to warrant (a) notice thereof to the
17 members of the Class and (b) a full hearing on the Settlement.

18 (8) Final Approval Hearing. A Final Approval Hearing will be held on Sept. 16, 2011
19 at Room in Department 307, Central Civil West Courthouse, 600 S. Commonwealth Avenue,
20 Los Angeles, CA 90005 to determine: (i) whether the Action should be finally certified for
21 class action settlement purposes; (ii) whether the Settlement of the Action should be approved
22 as fair, reasonable and adequate; (iii) whether the Action should be dismissed with prejudice
23 pursuant to the terms of the Agreement; (iv) whether Settlement Class Members should be
24 bound by the release set forth in the Agreement; (v) whether the application for incentive
25 awards for the named Plaintiffs should be approved; and (vi) whether the application of Class

1 Counsel for an award of Attorneys' Fees and expenses should be approved. This date is no
2 earlier than 80 days after the date that notice is mailed to Settlement Class Members. The
3 Parties' initial submissions in support of the Settlement shall be filed with the Court no later
4 than 40 days prior to the Final Approval Hearing ~~on [DATE]~~. The Parties' Responses, if any, to
5 any objections or appearances filed pursuant to Paragraph 14 of this Order shall be filed with
6 the Court no later than 10 days prior to the Final Approval Hearing ~~on [DATE]~~. *WPA*

7 (9) Pre-Hearing Notices.

8 (a) Notice by Direct Mail. The proposed Class Notice shall be mailed, at
9 Honda's expense, by First-Class U.S. Mail, postage prepaid, to the last known address of each
10 member of the Class. The mailing list for the Notice shall be compiled from information that
11 includes information maintained by Honda and/or provided to Honda from Departments of
12 Motor Vehicles or other state agencies. The Parties shall exert their best efforts to mail notice
13 sixty day (60) days after entry of this Preliminary Approval Order.

14 (b) Remailing and Additional Notice. If any Notice is returned along with
15 an advisory identifying a forwarding address, the Claims Administrator shall cause the Notice
16 to be placed in First-Class U.S. Mail, postage paid, directed to the forwarding address.

17 (c) Proof of Notice. No later than ten (10) days before the Final Approval
18 Hearing, the Claims Administrator shall file with the Court an affidavit or declaration attesting
19 that the notice was disseminated in a manner consistent with the Settlement Agreement and this
20 Order.

21 (10) Findings Concerning Notice. Having considered, among other factors: (i) the
22 various methods by which notice to members of the Settlement Class might be given; (ii) the
23 stake of each member of the Settlement Class; and (iii) whether significant numbers of
24 Settlement Class Members might desire to exclude themselves from the Settlement Class or
25 appear individually, the Court finds that notice given in the form and manner provided in

1 paragraph 9 of this Order is the best practicable notice and is reasonably calculated, under the
2 circumstances, to apprise members of the Class of: (a) of the pendency of this Action; (b) the
3 terms of the Settlement; (c) the binding effect of any judgment approving the Settlement on
4 those who do not exclude themselves from the Settlement Class; (d) the manner in which Class
5 Counsel will be compensated; (e) the manner in which any additional compensation will be
6 provided to named Plaintiffs; (f) of their right to exclude themselves from the proposed
7 settlement; (g) that any judgment, whether favorable or not, will include all Settlement Class
8 Members who have not been excluded; and (h) that any Settlement Class Member who has not
9 been excluded may object to the settlement and, if he or she desires, enter an appearance either
10 personally or through counsel. The Court further notes that the Class Notice which is attached
11 to this Order as Exhibit 1 is written in simple English and is readily understandable by
12 members of the Settlement Class. In sum, the Court finds that such notice is reasonable, that it
13 constitutes due, adequate and sufficient notice to all persons entitled to be provided with notice,
14 and that it meets the requirements of due process, the California Code of Civil Procedure and
15 the Rules of the Court.

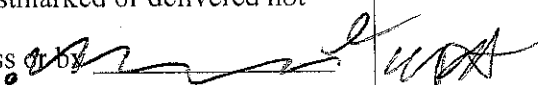
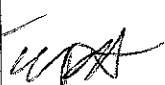
16 (11) Retention of Administrator. The Court authorizes Honda to retain Rust
17 Consulting, Inc. Gilardi & Co. or other qualified Claims to help implement the terms of the
18 proposed settlement as Administrators, and authorizes the Administrator to assist the
19 Defendants in (i) mailing the Class Notice, and (ii) carrying out such other responsibilities as
20 are provided for in the Agreement or may be agreed to by the Parties in the Action.

21 (12) Exclusion from Class. Any member of the conditional Settlement Class who
22 wishes to be excluded from the Class must send a written request for exclusion to the
23 Administrator by mailing or delivering such request in writing to the Claims Administrator at
24 the address set forth in the Class Notice.

1 Any request for exclusion from the Settlement must be postmarked on or before the
2 deadline specified in the Notice, which shall be no less than sixty (60) days after the mailing of
3 the Notice. Any such exclusion request shall: (i) state the Class Member's full name and
4 current address; (ii) provide the model year and VIN of his or her Class Vehicle(s) and the
5 approximate date(s) of purchase or lease; and (iii) specifically and clearly state his or her desire
6 to be excluded from the Settlement and the Settlement Class. Class Counsel will report the
7 names of all Class Members who request to be excluded from the Settlement to the Court no
8 less than ten (10) days before the Final Approval Hearing

9 If the proposed Settlement is approved, any member of the Settlement Class who has
10 not submitted an appropriate, timely, written request for exclusion from the Settlement Class
11 shall be bound by all subsequent proceedings, orders and judgments in this Action, even he or
12 she has pending or subsequently initiates litigation encompassed by the Settlement Class
13 Members' Release against the Defendants relating to the claims released in the Agreement.

14 (13) Objections and Appearances.

15 (a) Written Objections. Any Class Member who wishes to object to the
16 Settlement must make an objection in writing by mailing or delivering such objection to the
17 addresses set forth in the Class Notice. All objections must be postmarked or delivered not
18 later than sixty (60) after Class Notice has been mailed to the Class  

19 (b) In his/her objection, an objecting Settlement Class member must: (i) set
20 forth his or her full name, current address, and current telephone number; (ii) identify the
21 model year of his or her Class Vehicle(s) as well as the VIN of the Class Vehicle(s); (iii) set
22 forth a statement of the position(s) the objector wishes to assert, including the factual and legal
23 grounds for the position; and (iv) provide copies of any other documents that the objector
24 wishes to submit in support of his or her position.

1 (c) Any Settlement Class member who does not submit an objection in
2 complete accordance with this paragraph and the provisions specified in the Notice shall not be
3 permitted to object to the Class Settlement.

4 (d) Subject to approval of the Court, any objecting Settlement Class member
5 may appear at the Final Approval Hearing, in person or through counsel, to show cause why the
6 proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to
7 any petitions for attorneys' fees, Representative Class Plaintiff incentive fees, and
8 reimbursement of litigation costs and expenses. The objecting Settlement Class member must
9 file with the Clerk of the Court, a notice of intention to appear at the Final Approval Hearing
10 ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of
11 any papers, exhibits, or other evidence that the objecting Settlement Class member (or his/her
12 counsel) will present to the Court in connection with the Final Approval Hearing. Any
13 Settlement Class member who does not provide a Notice of Intention to Appear in complete
14 accordance with the deadlines and other specifications set forth in the Notice, and who has not
15 filed an Objection in complete accordance with the deadlines and other specifications set forth
16 in this paragraph and the Notice, will, subject to the Court's final determination in the exercise
17 of its discretion, be barred from speaking or otherwise presenting any views at any Final
18 Approval Hearing.

19 (14) Deadline for Petition for Attorneys' Fees and Expenses. Class Counsel shall file
20 with this Court their petition for an award of attorneys' fees and reimbursement of expenses
21 and request for incentive awards to the Class Representatives no later than ~~DATE~~ (40 days
22 before the Final Approval Hearing)]. Any objections or responses to the petition shall be filed
23 no later than ~~DATE~~ (20 days before the Final Approval Hearing)]. Class Counsel may file a
24 reply to any opposition to memorandum filed by any objector no later than ~~DATE~~ (10 days
25 before the Final Approval Hearing).

1 (15) Service of Papers. Honda's Counsel and Class Counsel shall serve on each
2 other and on all other parties who have filed notices of appearance, at or before the Final
3 Approval Hearing, any further documents in support of the proposed Settlement, including
4 responses to any papers filed by Settlement Class Members. Honda's Counsel and Plaintiffs'
5 Co-Lead Class Counsel shall promptly furnish to each other all objections or written requests
6 for exclusion that may come into their possession and shall file such objections or requests for
7 exclusion with the Court on or before the date of the Final Approval Hearing. Class Counsel
8 and Honda's Counsel shall be prepared at the Final Approval Hearing to respond to any
9 objections filed by Settlement Class Members and to provide other information, as appropriate,
10 bearing on whether or not the settlement should be approved by the Court.

11 (16) Termination of Settlement. This Order shall become null and void, and shall be
12 without prejudice to the rights of the Parties, all of whom shall be restored to their respective
13 positions existing immediately before this Court entered this Order, if: (i) the proposed
14 Settlement is not finally approved by the Court, or does not become final, pursuant to the terms
15 of the Agreement; or (ii) the proposed Settlement is terminated in accordance with the
16 Agreement or does not become effective as required by the terms of the Agreement for any
17 other reason. In such event, the proposed Settlement shall become null and void and be of no
18 further force and effect, and neither the Agreement nor the Court's orders, including this Order,
19 shall be used or referred to for any purpose whatsoever.

20 (17) Use of Order. This Order shall be of no force or effect if the Settlement does not
21 become final, and shall not be construed or used as an admission, concession or declaration by
22 or against Defendants or Plaintiffs or members of the Settlement Class of the validity of any
23 claim or counterclaim or any actual or potential fault, wrongdoing or liability whatsoever, or by
24 or against Plaintiffs, members of the Settlement Class or Defendants, that their claims or
25 counterclaims lack merit or that the relief requested in the Third Amended Complaint or any

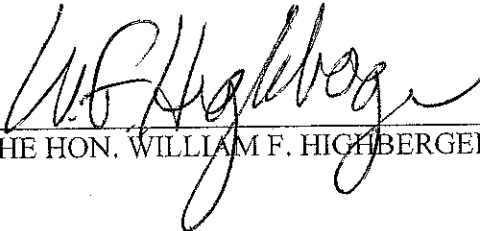
1 counterclaims are inappropriate, improper, or unavailable, or as a waiver by any Party of any
2 defense or claims it or they may have.

3 (18) Reservation of Rights. The Court reserves the right to approve the Agreement
4 with such modifications as may be agreed by the Parties and without requiring further notice to
5 the Settlement Class Members.

6 (19) Continuation of Hearing. The Court reserves the right to continue the Final
7 Approval Hearing without further written notice.

8 IT IS SO ORDERED.

9
10 Dated: April 22, 2011.

11
12 
THE HON. WILLIAM F. HIGHBERGER

13 Presented by:

14
15 TERRELL MARSHALL DAUDT & WILLIE PLLC

16
17 

18 By: _____
19 Beth E. Terrell, CSB 178181
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27
[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL
OF FORM OF NOTICE, AND PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASS - 10
CASE NO. BC448670

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4 1225 - 15th Street NW

5 Washington, DC 20005

6 Telephone: (202) 232-7550

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9 Email: steventindall@rhdtlaw.com

10 RUKIN HYLAND DORIA & TINDALL LLP

11 100 Pine Street, Suite 2150

12 San Francisco, California 94111

13 Telephone: (415) 421-1800

14 Facsimile: (415) 421-1700

15 *Attorneys for the Plaintiffs*

16 Copy Received; Approved as to Form;

17 Notice of Presentation Waived

18 LEWIS BRISBOIS BISGAARD & SMITH LLP

19 By: _____

20 Roy Brisbois, CSB 53222

21 Email: brisbois@lbbslaw.com

22 Eric Kizirian, CSB 210584

23 E-Mail: kizirian@lbbslaw.com

24 221 N Figueroa Street, Suite 1200

25 Los Angeles, CA 90012-2601

26 Telephone: (213) 250-1800

27 Facsimile: (213) 250-7900

Attorneys for Defendant

28 ~~UNRECORDED PROPOSED~~ ORDER GRANTING PRELIMINARY
29 APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL
30 OF FORM OF NOTICE, AND PRELIMINARY
31 CERTIFICATION OF SETTLEMENT CLASS - 11
32 CASE NO. BC448670

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in King County, Washington. I am
3 over the age of eighteen (18) years and not a party to this action; my business address is 936
4 North 34th Street, Suite 400, Seattle, Washington, 98103-8869.
5

6 On April 12, 2011, I served the preceding document by placing a true copy thereof
7 enclosed in a sealed envelope and served in the manner and/or manners described below to
8 each of the parties herein and addressed as on the attached list.

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

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

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

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

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

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

21 Executed at Seattle, Washington, on the 12th day of April, 2011.
22

23 
24
25

1 **PROOF OF SERVICE LIST**

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4 Eric Kizirian, CSB 210584
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35 *Attorneys for Plaintiffs*

36 ~~UNRECORDED PROPOSED~~ ORDER GRANTING PRELIMINARY
37 APPROVAL OF CLASS ACTION SETTLEMENT, APPROVAL
OF FORM OF NOTICE, AND PRELIMINARY
CERTIFICATION OF SETTLEMENT CLASS - 13
CASE NO. BC448670

— **EXHIBIT 1** —

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**Notice of Proposed Class Settlement,
Hearing on Final Approval of the Settlement
and
Adjustment Program**

A state court authorized this notice. This is not a solicitation from a lawyer.

What is this settlement about?

The lawsuit claims that sun visors on some Honda Civics are defective causing them to split apart which may impair their function.

Who is covered by this settlement?

All persons in the United States, including the Commonwealth of Puerto Rico and the territories of the U.S. Virgin Islands and Guam, who currently own or lease or previously owned or leased one or more of the Class Vehicles (defined in response to Question 1 below). These people are referred to in this notice as "Class Members."

What are the benefits of this settlement?

American Honda Motor Co., Inc. ("Honda") has extended the warranty for sun visors on Class Vehicles to seven years or 100,000 miles, whichever first occurs. In addition, the settlement provides that Honda will reimburse Class Members who, prior to the Effective Date of the Settlement, paid to repair or replace a sun visor or sun visors on Class Vehicles. This settlement also establishes procedures and standards for processing claims, including an appeals process; provides assistance to Class Members seeking settlement benefits; and ensures that the program will be administered under the Court's supervision.

What is the Adjustment Program?

In conjunction with the settlement described above Honda has implemented the terms of the settlement prior to the Court's final approval by extending the express limited warranty for sun visors for the Class Vehicles to seven years or 100,000 miles, whichever first occurs and reimbursing current and former owners/lessees of those Class Vehicles for past repairs or replacements of the sun visors. These benefits will be provided to Honda owners regardless of whether the Class Action settlement is approved by the Court.

- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	<p>This option is the only way to get cash payment.</p> <p>If you <u>timely</u> submit a valid Claim Form (enclosed) with a receipt, invoice or similar documentation showing payment for a qualified sun visor replacement or repair, you will be eligible to receive a reimbursement payment.</p>
EXCLUDE YOURSELF	<p>Get out of this lawsuit. Keep rights.</p> <p>Asking to be excluded from this lawsuit allows you to be part of any other lawsuit against Honda about the legal claims in this case. Regardless of exclusion you will remain eligible for reimbursements for the repairs or replacements of the sun visors as described in the Adjustment Program and the warranty for sun visors will be extended).</p>
COMMENT OR OBJECT	<p>Write the Court about why you like or don't like the settlement.</p> <p>You may choose to write the Court indicating why you like or dislike the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) in order to object to the settlement.</p>
DO NOTHING	<p>Get <u>no</u> payment. Give up rights.</p> <p>If you do not submit a Claim Form, you will not be reimbursed for any money you paid out of pocket to fix your sun visor(s). If you do not exclude yourself from this settlement, you will not be able to sue Honda for any claims related to this settlement and you will be bound by the rulings made in this case.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Please be patient because this process will take time.
- The Adjustment Program will remain in effect whether or not the Court approves the settlement.

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BASIC INFORMATION

1. Why did I get this notice?

You received this Notice for two reasons. First, to advise you of a class action lawsuit that is pending in the Superior Court of the State of California, County of Los Angeles, known as *Cooper, et al. v. American Honda Motor Co., Inc.*, Case No. BC 448670. Judge William F. Highberger, who is presiding over this case, authorized this Notice. Second, to advise you that Honda has implemented an Adjustment Program affecting certain Honda Civic automobiles.

You received this Notice because you or someone in your family has been identified as a current or former owner or current or former lessee of one of the following vehicles which are covered by the proposed settlement and by the Adjustment Program:

2006 Civic: All vehicles

2007 Civic: All vehicles

2008 Civic: All vehicles

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...9H300001
thru 2HGFA1...9H339040

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: (to be modified when VINS are available)

These vehicles are referred to as the "Class Vehicles." If you are a prior or current owner or prior or current lessee of a Class Vehicle, then you are a "Class Member."

You have a right to know about the class action lawsuit and the proposed settlement reached by Honda and the Plaintiffs. As a Class Member you have various options that you may exercise before the Court decides whether to approve the settlement.

This notice explains the lawsuit, the settlement, your legal rights, the available benefits, who is eligible for them, how to get them, as well as the terms of the Adjustment Program.

2. What is this class action lawsuit about?

This lawsuit is about the sun visors in the "Class Vehicles" listed in the response to Question 1, above.

The Plaintiffs allege that the sun visors in the Class Vehicles are defective, causing them to split apart which may impair their function. The Plaintiffs also allege that Honda should have corrected the defective sun visors or should have disclosed the defect at the time of sale. Honda denies it did anything wrong.

You can read a copy of the lawsuit, known as the Amended Class Action Complaint at

3. What is a class action lawsuit and who is involved?

In a class action lawsuit, one or more persons called "Class Representatives" sue on behalf of other people who have similar claims. All of these people together are called a "Class" or "Class Members." Class Representatives—and all Class Members like them—are called the Plaintiffs. The company they sued (in this case American Honda Motor Co., Inc.) is called the Defendant. The lawyers who represent the Class are called "Class Counsel." In a class action lawsuit all factual questions and legal issues are resolved for everyone in the Class—except those people who choose to exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. This way, both sides avoid the cost of a trial, and the people affected will get compensation quickly. The Class Representatives and Class Counsel think the settlement is best for everyone who has owned or leased a Class Vehicle.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Class?

The Class includes all residents of the United States, including the Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam, who are current or former owners or lessees of a Class Vehicle. Class Vehicles are the vehicles listed above under Question 1 on Page____

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

If you are still not sure whether you are included, you can get free help at _____ or by writing to Class Counsel at the address listed under Question 20, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. What benefits does the settlement provide?

Honda has agreed to extend the warranty on sun visors on Class Vehicles to seven years or 100,000 miles, whichever first occurs. In addition, Honda has agreed to reimburse Class Members for out-of-pocket expenses incurred prior to the Effective Date of the Settlement for the repair or replacement of a sun visor or sun visors on Class Vehicles. A Class Member is eligible to get a **CASH REIMBURSEMENT** if:

- **The Class Member has paid out-of-pocket to repair or replace the sun visor or sun visors in his or her Class Vehicle prior to the Effective Date of the Settlement.**
- The cost of repair or replacement was not previously reimbursed by insurance, warranty, or goodwill.
- The Class Member follows each of the four steps listed under Question 10, below.

8. How much will I get?

A Class Member can get reimbursed for the full amount that he or she paid to repair or replace the sun visor or sun visors in his or her Class Vehicle.

9. How do I get paid?

To get paid under the settlement, you must do 4 things:

- (1) Complete the Claim Form;
- (2) Along with the Claim Form, **enclose a copy of a receipt, invoice, canceled check, or other documentation** for each sun visor repair or replacement. The documentation **MUST** reflect the date, price, vehicle information and that the repair was related to the sun visor;
- (3) On the Claim Form, **sign and date** at the bottom; and
- (4) **Mail the Claim Form** to the address on the form within two (2) years from the date of sun visor repair or replacement or ninety (90) days of the Effective Date of the Settlement whichever period of time is longer.

The Claim Form is enclosed with this notice and you can print additional copies at

10. What if I don't timely mail a completed Claim Form & documentation?

If you fail to mail the Claim Form and supporting documentation by the required deadline, you will not get reimbursed. Sending in the Claim Form late or without documentation is the same as doing nothing (see Question 25).

11. When do I get my payment?

Payment will be sent to you by a Claims Administrator within twenty-one (21) days of receipt of a valid and timely Claim Form. If there is a problem with the claim or if it is denied, within twenty-one (21) of receipt of the claim the Claims Administrator will send you a letter explaining the problem with the claim or the reason for the denial and will provide you with an opportunity to re-submit your claim, if appropriate.

12. What am I giving up to get a payment and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Honda about the same legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a letter by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Cooper, et al. v. American Honda Motor Co., Inc.*, Case No. BC 448670. Be sure to include your full name, address, telephone number, signature, model year and VIN of your Class Vehicle(s), and the approximate date(s) of purchase or lease. You must mail your exclusion request so that it is *received* no later than _____, to:

CLAIMS ADMINISTRATOR

Xxxx

Xxxx

Xxx

You cannot exclude yourself on the phone or by e-mail. If you exclude yourself from the settlement, you will not be legally bound by anything that happens in this lawsuit.

14. If I don't exclude myself, can I sue Honda later?

No, not for the same legal claims at issue here.

15. If I exclude myself can I get money from this settlement?

No. If you exclude yourself from the Class you won't get any money or benefits from this settlement. However, under the Adjustment Program, you will still be eligible for reimbursement for repairs or replacement of sun visors that occurred prior to you receiving this Notice.

16. How does the Adjustment Program Work?

Honda has implemented the terms of the settlement by extending the express limited warranty for sun visors for the Class Vehicles for seven years or 100,000 miles whichever first occurs and reimbursing current and former owners or lessees of those vehicles for past repairs or replacements of the sun visors. These benefits will be provided to owners or lessees of Class Vehicles regardless of whether the settlement is approved by the Court. The procedures for seeking reimbursement under the Adjustment Program are the same as under the settlement and are set forth in response to Question 9, above.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court has decided that the law firms Berk Law PLLC of Washington, D.C., Terrell Marshall & Daudt PLLC of Seattle, Washington, and Rukin Hyland Tindall & Doria are qualified to represent you and all the Class Members. Together these law firms are called "Class Counsel." They are experienced in handling similar cases against other automotive manufacturers. More information about these law firms, their practices, and their lawyers' experience is available at www.berklawdc.com and www.tmdlegal.com.

18. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

19. How will the lawyers be paid and will there be incentive payments?

Class Counsel has not received any fees or reimbursement for any of the expenses associated with this case. For their work on this case, Class Counsel will ask the Court for an award of attorneys' fees and expenses from the Defendant that does not exceed \$430,000 ("Attorneys' Fee and Cost Award."). In addition, Class Counsel will ask that the Court order the Defendant to pay each of the named Plaintiffs a \$1,500 service award in recognition of their efforts on behalf of the Class. Any fees, expenses, or incentive awards that Class Counsel request must be approved by the Court and will be paid directly by Honda—which means that these awards will not reduce the money available to you and other Class Members and will be paid in addition to any payments made to you and other Class Members.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I like or do not like the settlement?

If you are a Class Member, you can tell the Court that you like the settlement and that it should be approved, **or** that you object to the settlement if you do not like any part of it, including the requested Attorneys' Fees and Cost Award. The Court will consider all comments from Class Members.

To object, you must send a letter saying that you are commenting on the settlement in *Cooper, et al. v. American Honda Motor Co., Inc.*, Case No. BC 448670. You must include your full name, current address, telephone number, model year and VIN of your Class Vehicle(s), your factual and legal grounds for objecting, any documents supporting your objection, and your signature. If you intend to appear at the Final Approval Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing. You must send your objection to the settlement or Attorneys' Fees and Cost Award to the three different places set forth below such that it is *received* no later than _____:

No. 1: Court	No. 2: Class Counsel	No. 3: Defendant's Counsel
Verify clerk address	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, California 90012
	Or	
	TERRELL MARSHALL & DAUDT PLLC c/o Beth E. Terrell 936 North 34th Street, Suite 400 Seattle, Washington 98103	
	Or	
	Rukin Hyland Tindall & Doria LLP ATTN: Honda Civic Sun Visor Litigation 100 Pine Street, Suite 2150 San Francisco, California 94111	

If you do not submit a written objection to the proposed settlement or the application of Class Counsel for service awards, attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning this case.

21. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FAIRNESS HEARING

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

The Court will hold a Fairness Hearing (or "a Final Approval Hearing", at ____ a.m. on _____, at _____. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Highberger may listen to people who have asked to speak at the hearing. The Court will also decide whether and how much to pay Class Counsel and whether to approve incentive awards for the Class Representatives. After the hearing, the Court will decide whether to approve the settlement, the attorneys' fees and costs, and the incentive awards. We do not know how long it will take for the Court to make its decision.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Highberger may have about the settlement. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing concerning the proposed settlement or the application of Class Counsel for attorneys' fees and expenses. To do so, you must send in a letter saying that it is notice of your intention to appear at the fairness hearing in *Cooper, et al. v. American Honda*

Motor Co., Inc., Case No. BC 448670. The letter must state the position you intend to present at the hearing, the identities of all attorneys who will represent you (if any), and must include your full name, current address, telephone number, model year and VIN of your Class Vehicle(s), and your signature. You must send your notice to the Clerk of the Court, Class Counsel, and Defendant's Counsel at the three addresses listed under Question 20 such that it is *received* no later than _____. You may combine this notice and your comment or objection (described under Question 20) in a single letter. You cannot speak at the hearing if you excluded yourself from the settlement.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing and if you do not submit a Claim Form, you'll get no money from the Adjustment Program or this settlement, plus you will not be able to sue Honda for any claims related to this settlement and you will be bound by the rulings made in this case. However, the sun visors in your vehicle will be covered by the extended warranty.

ADDITIONAL INFORMATION

26. Are there more details available?

You may visit the website _____, where you can find extra Claim Forms, additional information on the litigation and settlement, and documents such as the Amended Class Action Complaint filed by the Plaintiffs, as well as Plaintiffs' Motion for Preliminary Approval and Petition for Attorneys' Fees and Costs which will be available on the website after it is filed with the court on or about _____, 2011.

Updates regarding the case will be available at _____.

You may also call Class Counsel at _____ or write them at:

Berk Law PLLC
ATTN: Honda Civic Sun Visor Litigation
1225 15th Street NW
Washington, D.C. 20005

Terrell Marshall & Daudt PLLC
ATTN: Honda Civic Sun Visor Litigation
936 North 34th Street, Suite 400
Seattle, Washington 98103

Rukin Hyland Tindall & Doria LLP
ATTN: Honda Civic Sun Visor Litigation

100 Pine Street, Suite 2150
San Francisco, California 94111