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1 LEWIS BRISBOIS BISGAARD & SMITH LLP
ROY M. BRISBOIS, SB# 53222
2 E-Mail: brisbois@lbbslaw.com
221 North Figueroa Street, Suite 1200
3 Los Angeles, California 90012
Telephone: 213.250.1800
4 Facsimile: 213.250.7900

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ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 06 2011

5 Attorneys for Defendant
AMERICAN HONDA MOTOR CO., INC.

John A. Clarke, Executive Officer/Clerk
BY Kin Hilaire, Deput

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

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

CASE NO. BC448670

(Assigned to the Honorable William F.
Highberger, Department 307)

13 Plaintiff,

**RESPONSE OF DEFENDANT
AMERICAN HONDA MOTOR CO., INC.
TO OBJECTIONS TO CLASS ACTION
SETTLEMENT; DECLARATION OF
JULIE LI FO SJOE**

14 v.

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

17 Defendant.

Date: September 16, 2011

Time: 11:00 a.m.

Dept.: 307

1 **I. INTRODUCTION**

2 In a class that exceeds two million individuals, only 46 objections have been submitted.¹
3 When the objections are examined, a significant percentage of the objections are by individuals
4 who favor the settlement but mistakenly believe that they are not included. Furthermore, a
5 significant percentage of the objectors complain of the cost and burden on the U.S. economy of
6 class actions and rail against the suit against Honda or the amount of attorney's fees being
7 requested. As a consequence, when you remove the objectors who favor the settlement but
8 incorrectly believe that they are not included and you eliminate the individuals who believe such a
9 lawsuit should never have been filed in the first place, the total number of individuals that object
10 to the settlement is truly insignificant.²

11 In an effort to address the concerns stated in the objections, set forth below is American
12 Honda's response to the various "types" or "categories" of objections that have been filed. While
13 it is difficult to categorize objections (since many are either vague or attempt to assert a variety of
14 points of view), for the most part the objections fall into five categories. Each of those categories
15 is addressed separately below.

16 **A. CLASS MEMBERS WHO MISTAKENLY BELIEVE THEY ARE NOT**
17 **COVERED BY THE SETTLEMENT**

18 Of the 46 objectors, 14 of them are individuals who claim to have suffered visor damage
19 within the 7 year and 100,000 mile extended warranty but for cost reasons chose not to have the
20

21 ¹ In addition to the objections served upon the parties, the Court file reflects a few Class Members
22 who sent letters to the Court either approving, objecting or requesting exclusion that were
23 apparently not served on the plaintiff or the defendant and were just obtained by the parties. The
24 46 objections referenced in this brief are limited to the objections served on plaintiff or the
25 defendant. Nevertheless, a review of the letters sent to the Court but not served on the parties raise
no new issues and are similar in content to the 46 objections addressed in Honda's responsive
brief.

26 ² One of the key factors the Court must consider in whether to issue a final approval order for class
27 action settlement is whether the "percentage of objectors is small." *Dunk v. Ford Motor Co.*, 48
28 Cal.App.4th 1794, 1802 (1996); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
Cal.App.4th 1135 (2000).

1 visor repaired. Each of those individuals assumes that since their vehicle now exceeds 7 years or
2 100,000 miles, they are precluded from the benefits of the settlement. Their confusion is
3 understandable but misplaced. The extended warranty under the settlement (and for that matter
4 the Adjustment Program) warrants the visor to be free from material workmanship or defects for 7
5 years or 100,000 miles. It does not require that the vehicle be repaired within that time frame. For
6 example, if a visor split apart at 90,000 miles, that fact would entitle the Class Member to have the
7 visor repaired free of charge even if the consumer did not bring the vehicle for repair until 110,000
8 miles.

9 It is clear that these 14 objectors are very much in favor of the settlement but mistakenly
10 concluded they were being excluded. As a practical matter these individuals favor approval of the
11 settlement.

12 **B. OBJECTORS WHO REQUEST THE EXTENDED WARRANTY TO EXCEED**
13 **7 YEARS OR 100,000 MILES**

14 Eleven objectors appear to welcome the settlement but complain that the extended
15 warranty should be far greater than 7 years or 100,000 miles (some ask for a 200,000 mile limit
16 while others for a lifetime extension). What is notable about these objections is that the Class
17 Members seemingly are in favor of every aspect of the settlement but simply want more. A
18 warranty extension for 7 years or 100,000 is an extraordinarily long period of time and far, far
19 exceeds Honda's standard 36 month/36,000 mile warranty. What is equally notable is that only 11
20 Class Member out of over 2 million felt that the 7 year/100,000 mile extended warranty was
21 insufficient. In truth it is an extraordinary extension of a warranty that has received almost
22 universal approval by all Class Members. The fact that 11 Class Members simply want more is
23 not a basis to refuse final approval of the proposed settlement.

24 **C. CLASS MEMBERS UNHAPPY WITH CLASS ACTIONS OR REQUESTED**
25 **ATTORNEYS FEES**

26 The third most numerous category of objectors are those individuals who have expressed
27 their dismay over class actions in general, the amount of attorney's fees requested or have
28 referenced their happiness with Honda and its products. These objections (totaling 8 in number)

1 are not critical of the terms or conditions of the settlement but rather express disagreement with
2 the legal system in general. As such, they do not constitute a viable reason to reject the proposed
3 settlement.

4 **D. REPLACEMENT OF “DEFECTIVE” VISORS WITH “DEFECTIVE**
5 **“VISORS”**

6 Five objections focus upon the belief that the proposed settlement does not resolve the
7 fundamental problem with the design of the sun visors. Based upon the fact that several objectors
8 have had multiple sun visors replaced, they mistakenly assume the current sun visor replacements
9 suffer from the same deficiency. However, as addressed by the plaintiff in their motion for
10 preliminary approval (Pg. 13; Terrell Decl., ¶ 7-9), the sun visors have been redesigned by Honda
11 and have undergone extensive testing establishing that the past problems have been resolved. As a
12 consequence, the concerns expressed by a few objectors that the “defective visors” are being
13 replaced by “defective visors” ignores the fact that Honda successfully addressed the design
14 problem, and that plaintiff’s counsel reviewed the test results of the new design and are equally
15 satisfied that the problem has been “fixed.” Accordingly, there is no merit to the objections that
16 the underlying problems with the sun visors remain unsolved. The simple truth of the matter is
17 that sun visors with problems are being replaced by the redesigned non-defective sun visors.

18 **E. “SAFETY”**

19 Three objectors seem to suggest that the settlement should not be approved because the sun
20 visors pose a potential safety problem. They argue that if the sun visor falls down it may obstruct
21 their view or, alternatively, that they do not use the sun visor for fear of problems thus causing
22 potential hazards from the glare of sunlight. First, it is significant that out of a class of over 2
23 million, only 3 individuals seem to believe safety is an issue with this particular device. Secondly,
24 nothing in the settlement requires Class Members to wait until the damage to the visors actually
25 impairs their function. The problems with sun visors cause them to split or come apart over an
26 extended period of time and only then ultimately may result in impaired function. If a visor splits
27 or comes apart, under the terms of the settlement (and the Adjustment Program) all that a Class
28

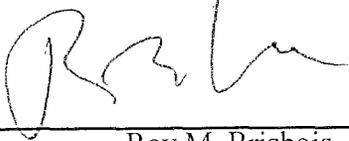
1 **III. CONCLUSION**

2 The absence of any substantial objection to the settlement speaks volumes. As a practical
3 matter, the settlement provides 100% relief to every Class Member who has incurred past repair
4 costs relating to visors and free replacement for future visor problems for a period of up to 7 years
5 and 100,000 miles of use. The extraordinary benefit to the Class accounts for the Class embracing
6 the benefits of this settlement. Accordingly, this Court is respectfully requested to approve the
7 proposed settlement as fair, reasonable and adequate.

8 DATED: September 6, 2011

Respectfully submitted,

9 LEWIS BRISBOIS BISGAARD & SMITH LLP

10
11 By: 

12 Roy M. Brisbois
13 Attorneys for Defendant AMERICAN HONDA
14 MOTOR CO., INC

1 CALIFORNIA STATE COURT PROOF OF SERVICE
2 THERON COOPER v. AMERICAN HONDA - File No. BC448670

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 At the time of service, I was over 18 years of age and not a party to the action. My
5 business address is 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012.

6 On September 6, 2011, I served the following document(s): **RESPONSE OF**
7 **DEFENDANT AMERICAN HONDA MOTOR CO., INC. TO OBJECTIONS TO CLASS**
8 **ACTION SETTLEMENT.** I served the documents on the following persons at the following
9 addresses (including fax numbers and e-mail addresses, if applicable) on the attached service list:

10 The documents were served by the following means:

11 (BY E-MAIL OR ELECTRONIC TRANSMISSION) Based on a court order or an
12 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
13 documents to be sent to the persons at the e-mail addresses listed above. I did not receive,
14 within a reasonable time after the transmission, any electronic message or other indication
15 that the transmission was unsuccessful.

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

18 Executed on September 6, 2011, at Los Angeles, California.

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20 Antoinette T. Muriel
21 Antoinette T. Muriel

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Beth B. Terrell, Esq.
Jennifer Rust Murray
TERRELL MARSHALL & DAUDT PLLC
936 North 34th Street, Suite 400
Seattle, WA 98103
Telephone: (206) 816-6603
Facsimile: (206) 350-3528
Attorneys for Plaintiffs

Steven N. Berk, Esq.
BERK LAW PLLC
1225 15th Street NW
Washington, DC 20005
Telephone: (202) 232-7550
Facsimile: (202) 232-7556
Attorneys for Plaintiffs

Steven M. Tindall, Esq.
RUKIN HYLAND DORIA & TINDALL LLP
100 Pine Street, Suite 2150
San Francisco, California 94111
Telephone: (415) 421-1800
Facsimile: (415) 421-1700
Attorneys for Plaintiffs