

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

5 Attorneys for Defendant

AMERICAN HONDA MOTOR CO., INC.

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAY 27 2011

John A. Clarke, Executive Officer/Clerk  
By K. Krystkiewicz, Deputy  
K. KRYSKIEWICZ

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,

13 Plaintiff,

14 v.

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

17 Defendant.

CASE NO. BC448670

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

~~PROPOSED~~ ORDER RE AMENDMENT  
TO APRIL 22, 2011 ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT

Date: May 27, 2011

Time: 9:00 a.m.

Dept.: 307

19 Having considered the Ex Parte Application of American Honda Motor Co., Inc.,  
20 ("Honda") the Memorandum of Point and Authorities in Support of the Application and the  
21 Declarations of Michael Burke and Roy M. Brisbois, and after considering argument presented by  
22 counsel, this Court hereby amends the April 22, 2011 Order of Preliminary Approval of Class  
23 Action Settlement as follows:

- 24 (1) The definition of Class Members shall be expanded to include residents of Saipan;
- 25 (2) The definition of Class Members shall be expanded to include employees of
- 26 Honda and its affiliated companies;
- 27 (3) Responsibility for administration of claim reimbursements shall be vested with
- 28 Honda. As part of the Claims Administration responsibility, Honda shall provide Class Counsel

1 with quarterly written reports regarding claims decisions. Further, if a Class Member disagrees in  
2 whole or in part with any claim decision made by Honda, the claim shall be submitted to Rust  
3 Consulting, Inc. whose decision shall be final on the parties;

4 (4) All costs for Claim review and decisions by Rust Consulting, Inc. shall be borne  
5 exclusively by Honda.

6 (5) The Notice of Class Action Settlement and Claim Form reflecting the amendments  
7 set forth above, substantially in conformance with Exhibits "A" and "B" attached hereto, are  
8 approved.

9  
10 Dated: 5/27/11

WILLIAM F. HIGHBERGER  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT**

**“A”**

# REIMBURSEMENT CLAIM FORM

## 2006 -09 Civic Sunvisor Repair

Cooper v. American Honda Motor Co., Inc., Case No. BC448670 Super. Ct. of California, County of Los Angeles

### Contact and Vehicle Information

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

\_\_\_\_\_  
Name

(\_\_\_\_\_) \_\_\_\_\_  
Daytime telephone number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Apartment/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 the repair receipt(s), or invoice(s)**, 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

**EXHIBIT**

**“B”**

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, Guam and Saipan, 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**

<b>SUBMIT A CLAIM FORM</b>	<p><b>This option is the only way to get cash payment.</b>                  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>
<b>EXCLUDE YOURSELF</b>	<p><b>Get out of this lawsuit. Keep rights.</b>                  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>
<b>COMMENT OR OBJECT</b>	<p><b>Write the Court about why you like or don't like the settlement.</b>                  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>
<b>DO NOTHING</b>	<p><b>Get <u>no</u> payment. Give up rights.</b>                  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.

## CONTENTS

### Basic Information

1. Why did I get this Notice?
2. What is this class action lawsuit about?
3. What is a class action lawsuit and who is involved?
4. Why is there a settlement?

### Who Is in the Settlement?

5. Am I part of this Class?
6. I'm still not sure if I am included.

### Settlement Benefits—What You Get

7. Who gets paid?
8. How much will I get?
9. How do I get paid?

### What Happens When You Submit (Or Don't Submit) a Claim Form?

10. What if I don't timely mail a completed Claim Form & documentation?
11. When do I get my payment?
12. What am I giving up to get a payment and stay in the Class.

### Excluding Yourself from the Settlement

13. How do I get out of this settlement?
14. If I don't exclude myself, can I sue Honda later?
15. If I exclude myself can I get money from this settlement?
16. How does the Adjustment Program work?

### The Lawyers Representing You

17. Do I have a lawyer in this case?
18. Should I get my own lawyer?
19. How will the lawyers be paid?

### Objecting to the Settlement

20. How do I tell the Court that I like or do not like the settlement?
21. What is the difference between objecting and excluding?

### Fairness Hearing

22. When and where will the Court decide whether to approve the settlement?
23. Do I have to come to the hearing?
24. May I speak at the hearing?

### If You Do Nothing

25. What happens if I do nothing at all?

### Additional Information

26. Are there more details available?



## BASIC INFORMATION

### **I. 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:

#### **2006-08 Civic: All**

#### **2009 Civic 2-Door:**

From VIN 2HGFG1...9H500001  
thru 2HGFG1...9H523805

#### **2009 Civic 4-Door:**

From VIN 19XFA1...9E000061  
thru 19XFA1...9E007094  
From VIN 2HGFA16...9H30001  
thru 2HGFA16...9H339069  
From VIN 2HGFA16...9H500001  
thru 2HGFA16...9H511509  
From VIN 1HGFA1...9L000008  
thru 1HGFA1...9L025282  
From VIN JHMFA1...9S200024  
thru JHMFA1...9S200060

#### **2009 Civic Si 2-Door:**

From VIN 2HGFG2...9H700001  
thru 2HGFG2...9H702924

#### **2009 Civic Si 4-Door:**

From VIN 2HGFA5...9H700001  
thru 2HGFA5...9H704687

#### **2009 Civic GX:**

From VIN 1HGFA4...9L000001  
thru 1HGFA4...9H001442

#### **2006-08 Civic Hybrid: ALL**

#### **2009 Civic Hybrid:**

From VIN JHMFA3...9S000002  
thru JHMFA3...9S009285

---

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 [www.visorsettlement.com](http://www.visorsettlement.com).

## **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, Guam and Saipan, who are current or former owners or lessees of a Class Vehicle. Class Vehicles are the vehicles listed above under Question 1 on Pages 4-5.

### 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 by calling (800) 999-1009 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 [www.visorsettlement.com](http://www.visorsettlement.com)

---

---

**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 postmarked no later than August 26, 2011, to:

**Rust Consulting, Inc.**  
**P.O. Box 8000**  
**Faribault, Minnesota 55021-9400**

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., and Terrell Marshall & Daudt PLLC of Seattle, Washington, 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](http://www.berklawdc.com) and [www.tmdlegal.com](http://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 \$430,000.00 ("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 **August 26, 2011**:

No. 1: Court	No. 2: Class Counsel	No. 3: Defendant's Counsel
<b>Los Angeles Superior Court Central Civil West 600 South Commonwealth Avenue, Los Angeles, California 90005</b>	<b>BERK LAW PLLC</b> c/o Steven N. Berk 1225 15th Street NW Washington, DC 20005  Or  <b>TERRELL MARSHALL DAUDT &amp; WILLIE, PLLC</b> c/o Beth E. Terrell 936 North 34th Street, Suite 400 Seattle, Washington 98103	<b>LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</b> c/o Roy M. Brisbois 221 N. Figueroa Street Suite 1200 Los Angeles, California 90012

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 11:00 a.m. on September 6, 2011, in Department 307, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005. 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 September 15, 2011. 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 [www.visorsettlement.com](http://www.visorsettlement.com), 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 [www.visorsettlement.com](http://www.visorsettlement.com).

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