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19 Plaintiffs Vanessa Browne and Paul Moore

20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 VANESSA BROWNE and PAUL  
23 MOORE, on behalf of themselves and all  
24 others similarly situated,

25 Plaintiffs,

26 v.

27 AMERICAN HONDA MOTOR CO.,  
28 INC.,

Defendant.

Case No. CV 09-06750-MMM(DTBx)

Honorable Margaret M. Morrow

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT**

1 The parties to this litigation have entered into a Master Settlement Agreement and  
2 Release (“Settlement Agreement”) dated March 4, 2010, which if approved, would  
3 resolve this putative class action. Plaintiffs have filed a motion for preliminary approval  
4 of the Settlement Agreement, which Defendant American Honda Motor Co., Inc.,  
5 (“Honda”) supports. The Court has read and considered the Settlement Agreement and  
6 all exhibits thereto, including the proposed class notice and claim form, and finds there is  
7 sufficient basis for (1) granting preliminary approval of the Settlement Agreement, (2)  
8 certifying the class for settlement purposes, (3) appointing Plaintiffs as Class  
9 Representatives and their counsel as Class Counsel, (4) directing that notice be  
10 disseminated to the Class, and (5) setting a hearing at which the Court will consider  
11 whether to grant final approval of the Settlement.

12 The Court now GRANTS the motion for preliminary approval and makes the  
13 following findings and orders:

14 1. The Court preliminarily certifies, for settlement purposes only, the  
15 following settlement class (the “Class”) pursuant to Rule 23(b)(3) of the Federal Rules  
16 of Civil Procedure:

17 All residents of the United States, Commonwealth of Puerto Rico, U.S.  
18 Virgin Islands, and Guam who currently own or lease, or previously  
19 owned or leased a Class Vehicle.

20 Excluded from the Class are Honda, Honda’s employees, employees of  
21 Honda’s affiliated companies, Honda’s officers and directors, Honda’s  
22 counsel, insurers of Class Vehicles, all entities claiming to be subrogated to  
23 the rights of Class Members, issuers of extended vehicle warranties, and the  
Judge(s) to whom the Litigation is or will be assigned.

24 For purposes of the Settlement Agreement, “Class Vehicles” shall mean the following  
25 automobiles sold or leased in the United States, Commonwealth of Puerto Rico, U.S.  
26 Virgin Islands, or Guam: 2008 and 2009 model year Honda Accord automobiles; 2009  
27 model year Acura TSX automobiles; certain 2010 model year Honda Accord automobiles  
28 identified by VIN numbers included in a list provided to and maintained by Class

1 Counsel and Honda's Counsel; and certain 2010 model year Acura TSX automobiles  
2 identified by VIN numbers included in a list provided to and maintained by Class  
3 Counsel and Honda's Counsel. "Benefit Period" means (i) the three year period  
4 commencing on the date the Class Vehicle was purchased or leased by a member of  
5 the Proposed Settlement Class (regardless of the mileage), or (ii) the 90 day period  
6 following the Final Approval date, whichever is later.<sup>1</sup>

7 2. The Court appoints Plaintiffs Vanessa Browne and Paul Moore to serve as  
8 Class Representatives.

9 3. The Court appoints Girard Gibbs LLP and Berk Law PLLC to serve as Class  
10 Counsel.

11 4. The Court finds that, for the purpose of settlement only, the requirements of  
12 Rule 23 of the Federal Rules of Civil Procedure are met by the settlement Class. Joinder  
13 of all Class Members, consisting of the owners and lessees of all Class Vehicles, in a  
14 single proceeding would be impractical, if not impossible, because of their numbers and  
15 dispersion. Common issues exist among Class Members and predominate over questions  
16 affecting only individual Class Members; in particular, each Class Member's claims  
17 depend on whether Class Vehicles suffer from an inherent braking system defect, and  
18 each Class Member's claims arise, at least in part, from standardized warranty language,  
19 duties and obligations. Plaintiffs' claims are typical of those of the Class, as Plaintiffs  
20 own Class Vehicles and complain of the same allegedly inherent braking system defect  
21 that forms the basis of all Class Members' claims. Plaintiffs and their counsel will fairly  
22 and adequately protect the interests of the Class; Plaintiffs have no interests antagonistic  
23 to those of the Class, and have retained counsel experienced and competent to prosecute  
24 this matter on behalf of the Class. Finally, a class settlement is superior to other available  
25 methods for a fair resolution of the controversy.

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26  
27 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meaning as set  
28 forth in the Settlement Agreement.

1           5.     The Court preliminarily approves the proposed Settlement Agreement,  
2 finding that its terms appear sufficiently fair, reasonable, and adequate to warrant  
3 dissemination of notice of the proposed settlement to the Class. The Court finds that the  
4 Settlement Agreement contains no obvious deficiencies and that the parties entered into  
5 the Settlement Agreement in good faith, following arms-length negotiation between their  
6 respective counsel.

7           6.     The Court hereby approves the form and procedure for disseminating notice  
8 of the proposed settlement to the Class set forth in the Settlement Agreement. The Court  
9 finds that the notice to be given constitutes the best notice practicable under the  
10 circumstances, and constitutes valid, due, and sufficient notice to the Class in full  
11 compliance with the requirements of applicable law, including the Due Process Clause of  
12 the United States Constitution.

13           7.     Within 60 days after entry of this Order, Honda shall cause the individual  
14 notice, substantially in the form attached hereto as Exhibit 1, and claim form,  
15 substantially in the form attached hereto as Exhibit 2, to be mailed to all reasonably  
16 identifiable current and former owners and lessees of Class Vehicles (“Class Vehicle  
17 owners”).

18           8.     If it has not already done so, Honda shall comply with the requirements of  
19 28 U.S.C. § 1715(b) and serve notice of the proposed settlement upon the appropriate  
20 federal official and the appropriate State official of each State in which a Class Member  
21 resides. Honda shall also provide copies of its submissions to Class Counsel.

22           9.     As set forth in the Settlement Agreement, Honda shall bear all costs and  
23 expenses in connection with providing notice to the Class, complying with 28 U.S.C. §  
24 1715(b) and administering the proposed settlement.

25           10.    A hearing on entry of final approval of the Settlement Agreement, an award  
26 of fees and expenses to Class Counsel, and incentive payments to the named Plaintiffs  
27 (the “Fairness Hearing”) shall be held at 10 a.m. on Monday, September 13, 2010, before  
28 the undersigned in Courtroom 780 of the United States District Court for Central District

1 of California, 255 East Temple Street, Los Angeles, CA 90012. At the Fairness Hearing,  
2 the Court will consider: (a) whether the Settlement should be approved as fair,  
3 reasonable, and adequate for the class; (b) whether a judgment granting approval of the  
4 Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether  
5 Class Counsel's application for attorneys' fees and expenses and incentive awards for the  
6 named Plaintiffs should be granted.

7 11. No later than fourteen days prior to the Fairness Hearing, Honda, through its  
8 claims administrator Rust Consulting, shall provide an affidavit to the Court, with a copy  
9 to Class Counsel, attesting that notice was disseminated in a manner consistent with the  
10 terms of the Settlement Agreement or as ordered by this Court.

11 12. Any Class Member shall have the right to opt out of the Class and the  
12 Settlement by sending a written request for exclusion from the Class to the addresses  
13 listed in the Notices, postmarked or delivered no later than August 16, 2010. To be  
14 effective, a Request for Exclusion shall (i) state the Class Member's full name and  
15 current address, (ii) provide the model year and VIN of his/her/its Class Vehicle(s) and  
16 the approximate date(s) of purchase or lease, and (iii) specifically and clearly state  
17 his/her/its desire to be excluded from the Settlement and from the Settlement Class. Any  
18 Class Member who does not submit a timely and valid request for exclusion shall be  
19 subject to and bound by the Settlement Agreement and every order or judgment entered  
20 concerning the Settlement Agreement.

21 13. Counsel for the respective parties shall file memoranda, declarations, or  
22 other statements and/or materials in support of the request for final approval of the  
23 parties' Settlement, no later than August 2, 2010.

24 14. Class Counsel shall file an application for an award of attorneys' fees and  
25 costs and for an incentive award to the named Plaintiffs ("Fee Application") no later than  
26 August 2, 2010.

27 15. Any member of the Class who intends to object to final approval of the  
28 Settlement Agreement or the Fee Application must, on or before August 16, 2010, file

1 any such objection with the Court, and provide copies of the objection or comment to: (1)  
2 Girard Gibbs LLP, c/o Honda Braking System Objection, 601 California Street, 14th  
3 Floor, San Francisco, CA 94108 or Berklaw PLLC, c/o Honda Braking System  
4 Objection, 1225 Fifteenth St., Washington, D.C. 20005; and (2) Lewis Brisbois Bisgaard  
5 & Smith LLP, c/o Roy M. Brisbois, 221 North Figueroa Street, Suite 1200, Los Angeles,  
6 CA 90012-2601.

7 16. To state a valid objection to the Settlement, an objecting Class Member  
8 must provide the following information in his, her or its written objection (i) his/her/its  
9 full name, current address, and current telephone number; (ii) the model year of  
10 his/her/its Class Vehicle(s), the VIN of his/her Class Vehicle(s); (iii) a statement of the  
11 position(s) the objector wishes to assert, including the factual and legal grounds for the  
12 position; and (iv) copies of any other documents that the objector wishes to submit in  
13 support of his/her/its position. Similarly, any Class Member who objects to the  
14 application for attorneys' fees filed by class counsel may file written objections to the  
15 application by August 16, 2010. Any objection to attorneys' fees shall include the  
16 information outlined in paragraphs (i) through (iv) above. In addition, any Class Member  
17 objecting to the Settlement shall provide a detailed list of any other objections submitted  
18 by the objector, or the objector's counsel, to any class action settlements submitted in any  
19 court, whether state, federal or otherwise, in the United States in the previous five (5)  
20 years. If the Class Member or his or her counsel has not objected to any other class  
21 action settlement in any court in the United States in the previous five (5) years, he, she  
22 or it shall affirmatively so state in the written materials provided in connection with the  
23 objection to this Settlement.

24 17. Any objecting Class Member may appear, in person or by counsel, at the  
25 Final Approval Hearing to show cause why the proposed Settlement should not be  
26 approved as fair, adequate and reasonable, or object to any petitions for attorneys' fees,  
27 incentive awards, and reimbursement of litigation costs and expenses, but only if the  
28 class member has first filed written objections to the proposed settlement by the deadline

1 set forth in this order. In doing so, the objecting Class Member must file with the Clerk  
2 of the Court and serve upon all counsel designated in the Class Notice, a notice of  
3 intention to appear at the Fairness Hearing (“Notice of Intention to Appear”) by the  
4 Objection Deadline. The Notice of Intention to Appear must include copies of any  
5 papers, exhibits, or other evidence that the objecting Class Member (or his/her/its  
6 counsel) will present to the Court in connection with the Fairness Hearing. Any Class  
7 Member who does not provide a Notice of Intention to Appear in complete accordance  
8 with the deadlines and other specifications set forth in the Class Notice, and who has not  
9 filed an objection in complete accordance with the deadlines and other specifications set  
10 forth in this Order, will be deemed to have waived any objections to the Settlement and  
11 can be barred from speaking or otherwise presenting any views at the Final Approval  
12 Hearing.


13 18. The filing of an objection allows Class Counsel or Counsel for Honda to  
14 notice such objecting person for and take his or her deposition consistent with the Federal  
15 Rules of Civil Procedure at an agreed-upon location, and to seek any documentary  
16 evidence or other tangible things that are relevant to the objection. Failure by an objector  
17 to make himself or herself available for a deposition or comply with expedited discovery  
18 requests may result in the Court striking said objector’s objection and otherwise denying  
19 that person the opportunity to make an objection or be further heard. The Court reserves  
20 the right to tax the costs of any such discovery to the objector or the objector’s counsel  
21 should the Court determine that the objection is frivolous or is made for an improper  
22 purpose.

23 19. The procedures and requirements for filing objections in connection with the  
24 Final Approval Hearing are intended to ensure the efficient administration of justice and  
25 the orderly presentation of any Class Member’s objection to the Settlement Agreement,  
26 in accordance with the due process rights of all Class Members.  
27  
28

1           20. No later than August 30, 2010, the parties shall file any reply in support of  
2 final approval of the Settlement Agreement and Class Counsel shall file any reply in  
3 support of the Fee Application.

4           21. The Court reserves the right to adjust the date of the Fairness Hearing and  
5 related deadlines. In that event, the revised hearing date and/or deadlines shall be posted  
6 on the settlement website referred to in the class notice, and the parties shall not be  
7 required to re-send or re-publish class notice.

8  
9  
10  
11 Dated: April 15, 2010

  
\_\_\_\_\_  
Hon. Margaret M. Morrow  
United States District Court Judge



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**Notice of Honda and Acura Rear Brake Pad**

**Settlement**

If you received this notice by mail, *or* if you are a current or former owner or lessee of one of the Honda or Acura vehicles listed in section 6 below, you could get cash reimbursements for brake pad replacements **up to**:

**\$125** for replacements using original Honda rear brake pads,

**and**;

**\$150** for a replacement using improved Honda rear brake pads.

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>SUBMIT A CLAIM FORM</b>	<b>The only way to get cash payment.</b> If you <u>timely</u> submit a valid Claim Form (enclosed) with a receipt, repair order or similar documentation evidencing the payment for a qualified <b>rear brake pad replacement</b> .
<b>ASK TO BE EXCLUDED</b>	<b>Receive <u>no</u> payment. Get out of this lawsuit. Keep rights.</b> If you ask to be excluded you are not eligible to receive a cash payment from this lawsuit, but you will maintain the right to sue Honda for the same or similar legal claims in this lawsuit.
<b>COMMENT OR OBJECT</b>	<b>Write the Court about why you like or don't like the settlement.</b> You may 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.
<b>DO NOTHING</b>	<b>Get <u>no</u> payment. Give up rights.</b> By doing nothing, you will not recover money from the class action settlement. You will also give up any rights to sue Honda separately about the same or similar legal claims in this lawsuit.

- 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. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved.
- **Attached at the end of this notice is a Glove Box Insert that can be torn off and placed in your glove box as a reminder that Honda may reimburse you for past or future rear brake pad replacements.**

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## BASIC INFORMATION

### 1. What is the purpose of this notice?

You or someone in your family has been identified as a current or former owner or lessee of a 2008-2010 Honda Accord or a 2009-2010 Acura TSX.

A class action lawsuit is pending in the United States District Court for the Central District of California known as *Browne et al v. American Honda Motor Co., Inc.*, Case No. CV 09-06750 MMM (DTBx). Judge Margaret Morrow, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed settlement. As a class member you have various options that you may exercise before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, if any, Honda will make payments pursuant to the settlement to class members that submit timely and valid claims.

This Notice explains the lawsuit, the settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

### 2. What is this class action lawsuit about?

This lawsuit is about the rear braking system in the “Class Vehicles,” namely, the 2008-2009 Honda Accords and 2009 Acura TSXs, as well as the 2010 model year Accords and Acura TSXs listed by VIN number at [www.accordsettlement.com](http://www.accordsettlement.com) and [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp).

The Plaintiffs allege the rear brake pads in the Class Vehicles wear out prematurely. The Plaintiffs argue the premature rear brake pad wear is due to a defect and that Honda should have covered premature rear brake pad wear and should have disclosed the defect in the rear braking system at the time of sale. Honda denies there is a defect or that it did anything wrong.

You can read the Class Action Complaint at [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp).

### 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. (“Honda”)) is called the Defendant. The lawyers who represent the Class are called “Class Counsel.” In the class action lawsuit all factual questions and legal issues are resolved for everyone in the Class—except for 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. That way, they 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.

#### 5. Is this a safety issue?

Honda's investigation and research concerning the cause of premature rear brake pad wear has not identified any safety concern. Similarly, Class Counsel's investigation and research of the premature rear brake pad wear issue has not identified a safety concern.

### WHO IS IN THE SETTLEMENT?

#### 6. 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 include the following:

- 2008 Honda Accord;
- 2009 Honda Accord;
- 2009 Acura TSX; and
- certain 2010 Honda Accords or Acura TSXs, listed by VIN number at [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp) or [www.accordsettlement.com](http://www.accordsettlement.com).

#### 7. 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 [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp), or by writing Class Counsel at the address listed in question 20, below.

### SETTLEMENT BENEFITS – WHAT YOU GET

#### 8. Who gets paid?

All Class Members are eligible to get **CASH REIMBURSEMENTS** if:

- **The Class Member has to pay for rear brake pad repair(s) or replacement(s) on a class vehicle within 3 years of when the car was first sold or leased as a new car, or first used as a demonstrator or company vehicle, or within 90 days of the Final Approval Date, whichever is later;**

[www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp) or [www.accordsettlement.com](http://www.accordsettlement.com)

- The repair(s) or replacement(s) were not necessitated by a collision or material modifications to the vehicle;
- The Class Member has not been fully reimbursed for the repair; and
- The Class Member follows each of the four steps listed under question 9.

## 9. How much will I get?

Class Members can get **cash reimbursements** for 2 types of rear brake pad repairs/replacements.

### (1) New Material Honda Rear Brake Pad Replacements.

- (a) Any purchase of, or repair using, the New Material Brake Pads (part #\_\_\_\_\_) qualifies for a one-time reimbursement of \$150 or the amount paid (whichever is less).

### (2) Original Honda Rear Brake Pads.

- Any purchase of, or repair using the original Rear Brake Pads (part #43022-TA0-A00, #43022-TA0-A51 or #43022-TA0-A70) qualifies for a reimbursement equal to \$125 or 50% of the amount paid (whichever is less).
- **There is no limit** to how many repairs using the Original Honda Rear Brake Pads you can get reimbursed for; you can submit multiple claims or place all reimbursable repairs on a single claim form.

## 10. How do I get paid?

**To get paid, you have to do 4 things:**

- (1) On a Claim Form, **write in the** total amount you (or someone on your behalf) actually paid for the repair or replacement part for your Class Vehicle's rear braking system;
- (2) Along with the Claim Form, **enclose a copy of a receipt or repair order** (or other documentation) **for each** rear brake pad repair or replacement. The receipt, repair order or other documentation **MUST** show the part number of the brake pads used in the repair;
- (3) On the Claim Form, **sign and date** at the bottom; and
- (4) **Mail the Claim Form within 3 years of when the car was first sold or leased as a new car, or first used as a demonstrator or company vehicle, or within 90 days of the Final Approval Date, whichever is later.**

The Claim Form is enclosed with this notice and you can print additional copies at [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp) or [www.accordsettlement.com](http://www.accordsettlement.com).

**Your receipt** (or other documentation) **must show** (1) the amount paid by you or on your behalf; (2) the date on which the repair was obtained (or the date the repair was paid for); (3) that rear brake parts were repaired and/or replaced; (4) the VIN of the vehicle repaired; and (5) the part number of the brake pads used in the repair. To ensure the validity of your claim(s), it is best to submit your original repair receipts.

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

If you fail to mail in the Claim Form and supporting documents by the required deadline(s), you will not get paid. Sending in a Claim Form late or without documentation will be the same as doing nothing (see question 25).

### **12. When do I get my payment?**

The Court will hold a fairness hearing on \_\_\_\_\_, to decide whether to approve the settlement as fair, reasonable, and adequate. If Judge Morrow approves the settlement, there may be appeals which may delay the conclusion of case. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Information about the progress of the case will be available at: [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp) or [www.accordsettlement.com](http://www.accordsettlement.com).

### **13. 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 can't 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**

### **14. 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 *Browne et al. v. American Honda Motor Co., Inc.*, Case No. CV 09-06750 MMM (DTBx). 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 \_\_\_\_\_, to:

**SETTLEMENT ADMINISTRATOR**  
c/o Honda Rear Braking System Exclusion Request  
123 Street Ave.  
City, CA, 12334

You cannot exclude yourself on the phone or by e-mail. If you submit your request to be excluded by U.S. mail or express mail, you will not get any settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

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

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

**16. 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. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action settlement. You cannot do both.

**THE LAWYERS REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

The Court has decided that the law firms Girard Gibbs LLP of San Francisco, California, and Berk Law PLLC of Washington, D.C. are qualified to represent you and all 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.GirardGibbs.com](http://www.GirardGibbs.com) and [www.berklawdc.com](http://www.berklawdc.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 and will ask the Court for an award of attorney fees and expenses that does not exceed \$2 million. In addition, Class Counsel will ask that the Court award each of the named plaintiffs a \$1,000 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. Class Counsel will request that their fees and expenses, and the incentive awards, be paid directly by Honda, which means they will not reduce the recovery to you and other members of the Class.



## 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 you like the settlement and it should be approved, **or** that you object to the settlement if you do not like a part of it. 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 *Browne et al. v. American Honda Motor Co., Inc.*, Case No. CV 09-06750 MMM (DTBx), and 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. Any Class Member objecting to the Settlement must provide a detailed list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the previous five (5) years. If the Class Member or his or her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he, she or it shall affirmatively so state in the written materials provided with the objection. If you intend to appear at the fairness hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the fairness hearing. Be sure to send your objection to these three different places set forth below such that it is *received* no later than \_\_\_\_\_:

No. 1 Court	No. 2 Class Counsel	No. 3 Defense Counsel
Clerk of the Court, Att: Hon. Margaret M. Morrow re Honda Class Settlement, United States District Court for the Central District of California, 312 N. Spring St., Los Angeles, California 90012	<p><b>GIRARD GIBBS LLP</b> c/o Eric H. Gibbs 601 California Street, 14th Floor San Francisco, CA 94108</p> <p style="text-align: center;">OR</p> <p><b>BERK LAW PLLC</b> c/o Steven N. Berk 1225 Fifteenth St. NW Washington, DC 20005</p>	<p><b>LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</b> c/o Roy Morse Brisbois 221 North Figueroa St. Suite 1200 Los Angeles, CA 90012-2601</p>

The filing of an objection allows Class Counsel or Counsel for Honda to notice such objecting person for and take his or her deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the Final Approval Hearing,, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the

Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

If you do not submit a written comment on the proposed settlement or the application of Class Counsel for incentive 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 fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

### **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 to approve the settlement?**

The Court will hold a Fairness Hearing at 10 a.m. on \_\_\_\_\_, in Courtroom 780, Western Division Roybal Federal Building, United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, California 90012. 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 Morrow may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the settlement. 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 questions Judge Morrow may have. 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 sent your written objection such that it is received 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 Plaintiffs' counsel for

attorneys' fees and expenses, provided that you have filed a written objection or comment on the settlement. To do so, you must send in a letter saying that it is your notice of your intention to appear at the fairness hearing in *Browne et al. v. American Honda Motor Co., Inc.*, Case No. CV 09-06750 MMM (DTBx). The letter must state the position you intend to present at the hearing, state 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 noting attention to Hon. Margaret M. Morrow re Honda Class Settlement, Class Counsel, and defense counsel at the three addresses listed under question 20 above, such that it is *received* no later than \_\_\_\_\_. You may combine this notice and your comment (described under question 20) in a single letter. You cannot speak at the hearing if you excluded yourself.

### IF YOU DO NOTHING

#### 25. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement.

### ADDITIONAL INFORMATION

#### 26. Are there more details available?

Visit the website [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp) or [www.accordsettlement.com](http://www.accordsettlement.com), where you can find extra claim forms, information on litigation and settlement, and documents such as the Complaint filed by the Plaintiffs.

Updates regarding the case will be available at [www.girardgibbs.com/hondabrakes.asp](http://www.girardgibbs.com/hondabrakes.asp).

You may also call Class Counsel at 1-866-981-4800 or write them at:

GIRARD GIBBS LLP  
c/o Honda Accord Litigation  
601 California Street, 14th Floor  
San Francisco, CA 94108

BERK LAW PLLC  
c/o Honda Accord Litigation  
1225 Fifteenth St. NW  
Washington, DC 20005

**27. GLOVE BOX INSERT: PLACE THIS PAGE IN YOUR GLOVE BOX**

2008-2010 HONDA ACCORD & 2009-2010 ACURA TSX CLASS ACTION

**You may be eligible for reimbursement for your next rear brake repair.**

- **\$150 or the cost of the repair** (whichever is less) for New Material Honda Brake Pads if you have not previously made a claim for repairs using the New Material Brake Pads.\*

**TO OBTAIN REIMBURSEMENT:**

- (1) Pay for the installation of New Material Honda Brake Pads;**
- (2) Obtain and complete a Claim Form (use either the Claim Form sent with this Notice or print a new one at [www.accordsettlement.com](http://www.accordsettlement.com));**
- (3) Include the replacement receipt or repair order (or other documentation) which MUST show the part number of the rear Honda brake pads used in the repair;**
- (4) Sign and date the Claim Form;**
- (5) Mail the Claim Form and enclosed receipt (or documentation), within 3 years of when the car was first sold or leased as a new car, or first used as a demonstrator or company vehicle, or within 90 days of the Final Approval Date, whichever is later to:**

**SETTLEMENT ADMINISTRATOR**

c/o Honda Rear Braking System Exclusion Request  
123 Street Ave.  
City, CA, 12334

**\* The repair must be within 3 years of when the car was first sold or leased as a new car, or first used as a demonstrator or company vehicle, or 90 days of the Final Approval Date, 2010, whichever is later.**

# REIMBURSEMENT FORM FOR REAR BRAKE PAD REPAIRS 2008-2010 Honda Accord or 2009-2010 Acura TSX

**Approved reimbursements will be mailed within 7-10 days of receipt of this form and required documents**

*Browne & Moore v. American Honda Motor Co., Inc., Case No. CV 09-06750-MMM(DTBx) (C.D.Cal.)*

### **Contact and Vehicle Information**

To receive a reimbursement, provide the following:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip-code: \_\_\_\_\_

Telephone number: (\_\_\_\_\_) \_\_\_\_\_

Vehicle Model and Year: \_\_\_\_\_

VIN: \_\_\_\_\_

- (1): Write the number of times you paid to replace your car's rear brakes:** \_\_\_\_\_
- (2): Include a copy of a receipt** (or similar documentation) for each replacement or part purchase. If the receipt does not reflect the part number, please provide documentation that includes the part number used for each repair.
- (3): Sign and date** the certification below.
- (4): Mail this form** (check [www.accordsettlement.com](http://www.accordsettlement.com) for the deadline) to:

American Honda Motor Co., Inc.  
 Attn: Claims Administrator  
 P.O. Box 1234  
 123 Street Ave. City, CA. 12344

**\*\*\* As explained at [www.accordsettlement.com](http://www.accordsettlement.com), you may be eligible to receive reimbursement for 2 types of repairs: (a) Original Parts Repairs, and (b) Improved Parts Repairs. If you paid for a repair before September 2010, it was likely an Original Parts Repair. The claims administrator will identify from the part number you provide whether an Original Part or Improved Part was used and issue the appropriate reimbursement amount.**

**You may use one Claim Form to seek reimbursement for Original Parts Repairs and Improved Parts Repairs.**

**or**

**You may send in this Claim Form NOW for Original Parts Repairs and send in another Claim Form LATER for an Improved Parts repair. This form is available at [www.accordsettlement.com](http://www.accordsettlement.com).**

### **Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For assistance completing this form or for answers to your questions, you can consult the Class Notice, call Honda's customer service at 1-800-999-1009, or go to [www.accordsettlement.com](http://www.accordsettlement.com).