

ORIGINAL FILED

AUG 08 2011

LOS ANGELES
SUPERIOR COURT

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

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

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

DECLARATION OF ROY M. BRISBOIS

Date: September 16, 2011

Time: 11:00 a.m.

Dept.: 307

19 I, Roy M. Brisbois, do hereby declare under penalty of perjury as follows:

20 (1) I am the principal of Roy M. Brisbois, Inc., a member of the firm of Lewis Brisbois
21 Bisgaard & Smith LLP. Lewis Brisbois Bisgaard & Smith LLP is counsel of Record for American
22 Honda Motor Co., Inc. ("Honda") in the action entitled *Theron Cooper, et al v. American Honda*
23 *Motor Co., Inc.* pending in the Superior Court, County of Los Angeles, Case No. BC448670. At
24 all times relevant, I have had primary responsibility for representing Honda's interest in this
25 matter and have personal knowledge of all the matters set forth below unless stated on information
26 and belief.

1 (2) I graduated from UCLA School of Law in 1972 and became a member of the State Bar
2 of California in December of 1972. I am a co-founding partner of Lewis Brisbois Bisgaard & Smith
3 LLC, which currently consists of approximately 800 lawyers with 21 offices throughout the United
4 States.

5 (3) During the last 30 years, my practice has consisted principally of defending corporate
6 manufacturers and distributors involved in product-related litigation. My practice includes both the
7 defense of individual actions as well as class actions. I have acted as lead defense counsel in
8 numerous class actions, at least 25 of which involved the defense of a manufacturer or distributor of
9 motor vehicles.

10 (4) If the matter had proceeded to a hearing on class certification, based upon my
11 background, experience and training, in my opinion Honda would have argued that common questions
12 of fact and law do not predominate and that questions individual to Class Members would have
13 precluded class certification.

14 (5) If the *Cooper* case had proceeded to trial, American Honda was fully prepared to
15 defend the design and manufacture of the subject vehicles and their sun visors.

16 (6) I was personally involved in every aspect of the negotiations regarding the proposed
17 settlement. There were extensive disagreements between counsel that were candidly exchanged and
18 ultimately resolved. At all times the negotiations were at arms-length with counsel vigorously
19 promoting the cause of their respective clients. The decision by Honda to settle the action at an early
20 stage of the litigation was driven by its motivation to promote the good will of its customers.

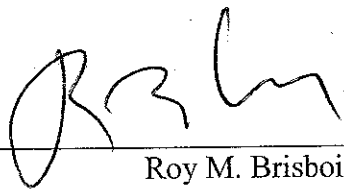
21 (7) Plaintiff and Defendant did not raise the issue nor negotiate any aspect of the claim for
22 attorney's fees and costs until after all of the principle terms and conditions of the settlement had been
23 agreed upon and reduced to writing. Thereafter, on April 6, 2011, the parties participated in a
24 mediation before the Honorable Curtis. E. von Kann (Ret.). The agreement by Honda not to oppose
25 reasonable attorney's fees and costs in an amount not to exceed \$430,000 was reached at the
26 conclusion of that mediation.

27 (8) I am informed and believe that Honda implemented an Adjustment Program in respect
28 to the Class Vehicles relating to sun visors on May 10, 2011. The Adjustment Program is identical in

1 scope to the Proposed Settlement and includes an extended warranty of 7 years or 100,000 miles
2 (whichever first occurs) in respect to the subject sun visors as well as a reimbursement program for
3 past repairs. I am informed that as of August 5, 2011, 40,917 Class Vehicles have had sun visors
4 repaired or replaced under the extended warranty. I am informed that the 40,917 warranty repairs
5 relate solely to vehicles that had already exceeded the standard warranty of 36 months or 36,000
6 miles. I am also informed and believe that as of August 1, 2011, Honda had received claims for 6,639
7 unique VINs (Vehicle Identification Number) representing 7,373 sun visor replacements for a total
8 value of \$456,650.

9 (9) Honda is in the process of compiling a detailed summary of claims submitted,
10 approved and paid under the Adjustment Program. A supplemental declaration submitted on behalf of
11 Honda will be filed shortly before the hearing for Final Approval to provide this Court with the most
12 complete data available regarding claims relating to the Adjustment Program.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct and that this Declaration was executed on August 8, 2011 at Los
15 Angeles, California.

16 
17 _____
18 Roy M. Brisbois

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 August 8, 2011, I served the following document(s): **DECLARATION OF ROY M.**
7 **BRISBOIS.** I served the documents on the following persons at the following addresses
8 (including fax numbers and e-mail addresses, if applicable) on the attached service list:

9 The documents were served by the following means:

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

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

17 Executed on August 8, 2011, at Los Angeles, California.

18 
19 Antoinette T. Muriel

SERVICE LIST

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