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Dept. 307

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

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

Plaintiffs,

v.

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

Defendant.

NO. BC448670

**PLAINTIFFS' [PROPOSED]  
ORDER AND FINAL JUDGMENT**

Complaint Filed: November 1, 2010

CLASS ACTION

Judge: Hon. William F. Highberger

Department: 307

Date: Friday, September 16, 2011

Time: 11:00 a.m.

THIS MATTER came before the Court for final approval of the proposed class settlement. The Court has considered all papers filed and proceedings in this matter and held a hearing on September 16, 2011, at which time the parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court and presentations made to the Court at the hearing, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The definitions and provisions of the Settlement Agreement are hereby incorporated as though fully set forth herein. For purposes of this Order and Final Judgment, all capitalized terms used hereafter shall have the meaning ascribed to them in the Agreement, unless otherwise noted.

1           2.       The Court has jurisdiction over the subject matter of the Settlement Agreement  
2 with respect to and over all Parties to the Settlement Agreement, including all Settlement Class  
3 Members.

4           3.       The Court hereby approves the Settlement and finds that the Settlement is, in all  
5 respects, fair, reasonable and adequate to the Settlement Class Members, within the authority of  
6 the parties, and the result of extensive, arm's length negotiations.

7           4.       The Court hereby grants Class Counsel's request for an award of \$430,000 in  
8 out-of-pocket costs and attorneys' fees. The fee and costs award, which is in addition to and in  
9 no way diminishes the relief provided to the class, is reasonable under the lodestar method  
10 preferred by the California courts. *See In re Consumer Privacy Cases, supra*, (2009) 175  
11 Cal.App.4th 545, 556-57, 96 Cal.Rptr.3d 127. The Court finds that the time Class Counsel  
12 devoted to this case is reasonable. The Court further finds that Class Counsel's rates are  
13 reasonable.

14           5.       The Incentive awards to Plaintiffs Theron Cooper and Alice Tran are hereby  
15 approved in the amount of \$1,500 each, to be paid in accordance with the Agreement. The  
16 Court finds such incentive awards to be fair and reasonable in light of the time and effort  
17 devoted by Plaintiffs to the prosecution of this litigation on behalf of the Class.

18           6.       The Court has considered all timely-filed objections to the Settlement, including  
19 the following objections:

<u>Objector's Name</u>	<u>Date of Objection</u>
Timothy Salazar,	June 30, 2011
Martha Westfall	July 8, 2011
Jill Colosky	July 22, 2011
Katherine Warren	July 7, 2011
Brandi Williams	July 5, 2011
Karen Cole	July 19, 2011
Jeremy Benjamin Robb	July 26, 2011
Miriam Pascual Hernandez	July 20, 2011
Deborah Craig	July 22, 2011
F.J. Carney	July 2, 2011
Thomas F. Whalen	July 14, 2011

1	Larry Wayne Blomstedt	July 10, 2011
	Christopher Hair	July 6, 2011
2	Phillis D. Hooks	July 11, 2011
	Donald H. Petitmermet	July 7, 2011
3	Paul Martin	July 6, 2011
	Sharon B. Megdal	July 3, 2011
4	Scott Peterson	June 27, 2011
	John Macha	July 22, 2011
5	Kathryn Price	June 27, 2011
6	Diana Martin	August 25, 2011 [sic]

7 The Court finds these objections do not counsel against Settlement approval, and they are  
8 hereby overruled.

9 7. Pursuant to California Code of Civil Procedure 382 and Civil Code § 1781, the  
10 Court certifies, for settlement purposes only, the following Settlement Class:

11 All residents of the United States, Commonwealth of Puerto  
12 Rico, U.S. Virgin Island Guam or Saipan who currently own or  
13 lease, or previously owned or leased an Affected Vehicle, which  
14 include all 2006-08 Civics; 2009 Civic 2-Doors from VIN  
15 2HGFG1...9H500001 through 2HGFG1...9H523805; 2009  
16 Civic 4-Doors from VIN 19XFA1...9E000061 through  
17 19XFA1...9E007094, from VIN 2HGFA16...9H30001 through  
18 2HGFA16...9H339069, from VIN 2HGFA16...9H500001  
19 through 2HGFA16...9H511509, from VIN 1HGFA1...  
20 9L000008 through 1HGFA1...9L025282, from VIN  
21 JHMFA1...9S200024 through JHMFA1...9S200060; 2009 Civic  
22 Si 2-Doors from VIN 2HGFG2...9H700001 through  
23 2HGFG2...9H702924; 2009 Civic Si 4-Doors from VIN  
24 2HGFA5...9H700001 through 2HGFA5...9H704687; 2009  
25 Civic GXs from VIN 1HGFA4...9L000001 through  
26 1HGFA4...9H001442; all 2006-08 Civic Hybrids; 2009 Civic  
27 Hybrids from VIN JHMFA3...9S000002 through  
JHMFA3...9S009285.

8. This Court hereby dismisses this action with prejudice as to all Settlement Class  
Members except those who have timely and properly excluded themselves from the Settlement  
Class. Exhibit A, attached hereto, sets forth the names of those individuals who have timely  
and properly excluded themselves from the Settlement Class.

9. Upon the date this Judgment becomes final, Plaintiffs and Settlement Class  
Members hereby release Defendant from any and all claims or causes of action that were, or

1 could have been, asserted by them, regarding the Class Vehicle's Sun Visors.

2           10. Without limiting the foregoing, the released claims specifically extend to claims  
3 that Settlement Class Members do not know or suspect to exist in their favor at the time that the  
4 Settlement, and the releases contained therein, becomes effective. The Court finds that  
5 Plaintiffs have, and the Settlement Class Members are deemed to have, knowingly waived  
6 California Civil Code section 1542 and any other applicable federal or state statute, case law,  
7 rule or regulation relating to limitations on releases.

8           11. The Court finds that the program of Class Notice set forth in the Agreement and  
9 preliminarily approved by the Court was the best practicable notice under the circumstances.  
10 The Class Notice provided due and adequate notice of these proceedings and of the matters set  
11 forth therein, including the Settlement Agreement, to all parties entitled to such notice and  
12 satisfied the requirements of constitutional due process. The Court specifically finds that this  
13 notice complies with the requirements of *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d  
14 988, 994 (9th Cir. 2010).

15           12. Without affecting the finality of this Settlement Order and Final Judgment in  
16 any way, the Court retains continuing jurisdiction over: (a) implementation of the Settlement  
17 Agreement and distribution of the settlement relief contemplated by the Settlement Agreement,  
18 until all acts agreed to be performed pursuant to the Settlement Agreement have been  
19 performed; and (b) all parties to this action and Settlement Class Members for the purpose of  
20 enforcing and administering the Settlement Agreement.

21           13. Neither this Order and Final Judgment nor the Settlement Agreement constitutes  
22 an admission or concession by any of the released parties of any fault, omission, liability or  
23 wrongdoing. This Order and Final Judgment is not a finding of the validity or invalidity of any  
24 claims in this action or a determination of any wrongdoing by the defendant. The final  
25 approval of the Settlement Agreement does not constitute any opinion, position or  
26 determination of this Court, one way or the other, as to the merits of the claims and defenses of  
27

1 Plaintiffs, Honda or the Settlement Class Members.

2 14. In the event that the Settlement Agreement does not become effective in  
3 accordance with its terms, then this Order and Final Judgment shall be vacated, the Settlement  
4 Class shall be decertified and the Settlement Agreement and all orders entered in connection  
5 therewith shall become null and void and of no further force and effect.

6 IT IS SO ORDERED.

7  
8 Dated: \_\_\_\_\_, 2011.

9  
10 \_\_\_\_\_  
THE HON. WILLIAM F. HIGHBERGER

11 Presented by:

12  
13 TERRELL MARSHALL DAUDT & WILLIE PLLC

14  
15 

16 By: \_\_\_\_\_

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9 Copy Received; Approved as to Form;  
10 Notice of Presentation Waived

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21 *Attorneys for Defendant*

1  
2  
3 **PROOF OF SERVICE**

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

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

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

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

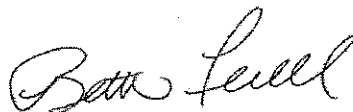
15  **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via  
16 overnight courier service to the addressee(s) designated.

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

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

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

22 Executed at Seattle, Washington, on the 8th day of August, 2011.

23  
24  
25   
26  
27

PROOF OF SERVICE LIST

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