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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE: AMERICAN HONDA MOTOR
CO., INC., OIL FILTER PRODUCTS
LIABILITY LITIGATION,

MDL No. 06-1737-CAS-PLAx
[CV06-1301-CAS(PLAx); CV06-1302-
CAS(PLAx); CV06-1304-CAS(PLAx);
CV06-1305-CAS(PLAx); CV06-1308-
CAS(PLAx); & CV07-162-CAS(PLAx)]

This Document Relates to:

ALL ACTIONS.

CLASS ACTION
AMENDED ORDER
PRELIMINARILY APPROVING
SETTLEMENT AGREEMENT,
CERTIFYING SETTLEMENT
CLASS, APPOINTING CLASS
COUNSEL, SETTING A
SETTLEMENT FAIRNESS
HEARING, SETTING HEARING ON
FINAL APPROVAL OF
SETTLEMENT, AND DIRECTING
NOTICE TO THE CLASS

CTRM.: 5
JUDGE: Hon. Christina A. Snyder

Plaintiffs moved this Court for an Order preliminarily approving the Settlement Agreement, certifying a Settlement Class, appointing Class Counsel, setting a Settlement Fairness Hearing, setting a Hearing on the Final Approval of the Settlement, and Directing Notice to the Class (the "Preliminary Approval

1 Motion”).¹ Upon considering the Preliminary Approval Motion, the Parties’
2 Settlement Agreement and all attached exhibits, the materials previously submitted
3 in this case, the arguments of counsel and other materials relevant to this matter, it
4 is **ORDERED** that:

5 1. This Court has both subject matter jurisdiction and personal
6 jurisdiction as to this Action and all Parties before it pursuant to 28 U.S.C.
7 § 1332(d)(2)(A).

8 2. The terms of the Settlement Agreement and Limited Release
9 (“Settlement Agreement”) are sufficiently fair, reasonable and adequate to allow
10 dissemination of the Notice of Pendency of Settlement of Class Action and
11 Settlement Fairness Hearing (the “Mailed Notice”). This determination is not a
12 final finding that the Settlement Agreement is fair, reasonable and adequate, but
13 instead is a preliminary determination, subject to further review at the Settlement
14 Fairness Hearing (defined herein) to evaluate whether to provide final approval of
15 the proposed Settlement.

16 3. Plaintiffs have made a sufficient showing that a Settlement Class, as
17 defined herein, should be certified for settlement purposes only, subject to the
18 Settlement Fairness Hearing.

19 4. The “Settlement Class” shall consist of persons and entities in the
20 United States, District of Columbia, Commonwealth of Puerto Rico, U.S. Virgin
21 Islands, and Guam who purchased or leased one or more of the vehicles listed
22 below (“Class Vehicles”):

23
24

25 ¹ All capitalized terms in this Order Preliminarily Approving Settlement
26 Agreement shall have the meaning and effect prescribed in the Settlement
27 Agreement and Limited Release (the “Settlement Agreement”).

CAR	MODEL YEAR
Honda CR-V	2002-2006
Honda Element	2003-2006

Specifically excluded from the “Settlement Class” are each of the following:

- (i) Honda and its subsidiaries, affiliates, officers, directors and employees;
- (ii) persons who have previously filed separate, non-class legal actions against Honda asserting claims relating to or in any way arising out of an oil-fed engine fire in a Class Vehicle and either have recovered money or obtained other relief by way of judgment, settlement, or other final resolution, or have had such actions resolved against them by judgment or by dismissal with prejudice;
- (iii) all entities or individuals, including but not limited to insurers of the Class Vehicles, claiming to be subrogated to the rights of members of the Settlement Class who own or have owned Class Vehicles;
- (iv) all issuers of extended vehicle warranties for the Class Vehicles;
- (v) persons who validly and timely request exclusion from the Settlement Class; and
- (vi) the Judge to whom this case is assigned and any member of the Judge’s immediate family.

5. “Vehicle Fire Class” means Class Vehicles in the Settlement Class

that:

- (i) experienced an under hood oil-fed engine fire in their Class Vehicle during the following Time Period(s):

CAR	CAR MODEL YEAR	TIME PERIOD
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1	Honda CR-V	2002	Date of Purchase or lease through December 31, 2009 (Claims must be postmarked by January 31, 2010)
2			
3			
4			
5	Honda CR-V	2003	Date of Purchase or lease through December 31, 2010 (Claims must be postmarked by January 31, 2011)
6			
7			
8			
9	Honda CR-V	2004	Date of Purchase or lease through December 31, 2011 (Claims must be postmarked by January 31, 2012)
10			
11			
12			
13	Honda CR-V	2005	Date of Purchase or lease through December 31, 2012 (Claims must be postmarked by January 31, 2013)
14			
15			
16			
17	Honda CR-V	2006	Date of Purchase or lease through December 31, 2013 (Claims must be postmarked by January 31, 2014)
18			
19			
20			
21	Honda Element	2003	Date of Purchase or lease through December 31, 2010 (Claims must be postmarked by January 31, 2011)
22			
23			
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1	Honda Element	2004	Date of Purchase or lease
2			through December 31, 2011
3			(Claims must be postmarked
4			by January 31, 2012)
5	Honda Element	2005	Date of Purchase or lease
6			through December 31, 2012
7			(Claims must be postmarked
8			by January 31, 2013)
9	Honda Element	2006	Date of Purchase or lease
10			through December 31, 2013
11			(Claims must be postmarked
12			by January 31, 2014)

13 and

14 (ii) incurred “Uninsured or Unreimbursed Losses” as a result of an
 15 under hood oil-fed engine fire in the Class Vehicle subject to the Time Period
 16 identified herein.² “Uninsured or Unreimbursed Losses” means actual expenses
 17 incurred by owners or lessees of the Class Vehicles, such as insurance deductible

18
 19 _____
 20 ² For Class Vehicle Fires, if any, that occur after the date of the Fund’s (defined
 21 herein) establishment, claimants must demonstrate that their Class Vehicle was
 22 equipped with a genuine Honda oil filter or an after-market filter of a similar
 23 design at the time of the Class Vehicle Fire. The Fund will be available to
 24 compensate (i) the Vehicle Fire Class, and/or (ii) any occupant of a Class Vehicle
 25 in the Vehicle Fire. For Class Vehicle Fires, if any, that occur after the date of the
 26 Fund’s establishment, claimants must demonstrate that their Class Vehicle was
 27 equipped with a genuine Honda oil filter or an after-market filter of a similar
 28 design at the time of the Class Vehicle Fire. The Fund is not available to
 compensate Vehicle Fire Class members whose Class Vehicle experiences a fire as
 a result of or contemporaneous with a motor vehicle collision.

1 payments, the loss of personal property in a Class Vehicle fire, or damage to
2 buildings or other property caused by the Class Vehicle fire.

3 “Uninsured or Unreimbursed Losses” shall not include any claims for
4 personal injury or wrongful death, claimed “diminished value” of the
5 Class Vehicles, or perceived underpayment – whether as the result of
6 a sale, transfer or reimbursement – for the value of the Class Vehicle
7 following a Class Vehicle fire. The Fund is not available to
8 compensate Vehicle Fire Class members whose Class Vehicle
9 experiences a fire as a result of or contemporaneous with a motor
10 vehicle collision.

11 6. With respect to the Settlement Class, this Court finds that: (a) the
12 members of the Settlement Class are so numerous that joinder of all Settlement
13 Class Members is impracticable; (b) there are questions of law and fact common to
14 the Settlement Class which predominate over any individual question; (c) the
15 claims of the Plaintiffs are typical of the claims of the Settlement Class; (d)
16 Plaintiffs and Class Counsel have fairly and adequately represented and protected
17 the interests of the Settlement Class; and (e) a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy,
19 considering: (i) the interests of the members of the Settlement Class in individually
20 controlling the prosecution of the separate actions, (ii) the extent and nature of any
21 litigation concerning the controversy already commenced by members of the
22 Settlement Class, (iii) the desirability or undesirability of concentrating the
23 litigation of these claims in this particular forum, and (iv) the difficulties likely to
24 be encountered in the management of the class action.

25 7. The Court hereby appoints: (i) Scott Bonlender, Malissa Bonlender,
26 Pauline McDevitt, Hal Pilger, and Walter Yasensky as Settlement Class
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1 representatives; and (ii) Horwitz Horwitz & Paradis, located at 28 West 44th Street,
2 16th Floor, New York, New York 10036, as Class Counsel.

3 8. The Court hereby approves the Parties' selection of the Honorable
4 Dickran Tevrizian (Ret.) as the Special Master for purposes fulfilling the Special
5 Master functions described in the Settlement Agreement.

6 a. The Special Master shall be vested with the authority to oversee
7 the Fund and determine, in his sole discretion, whether such
8 claims made against the Fund qualify as Uninsured or
9 Unreimbursed losses for payment from the Fund. The Special
10 Master's decision will be final and binding on claimants and
11 Honda and non-appealable.

12 b. In connection with determining whether any claims made
13 against the Fund qualify for payment from the Fund, the Special
14 Master will require claimants to provide independently
15 verifiable evidence substantiating their claims along with a
16 completed claim form. The specific procedures to be used by
17 the Special Master for reviewing and evaluating claims will be
18 established at a later date by further discussion among the
19 Parties and the Special Master.

20 c. If the Special Master approves any claims made against the
21 Fund during the life of the Fund, such claims shall be paid by
22 the Fund within thirty (30) calendar days after the Special
23 Master has approved such claim. If the thirtieth day falls on a
24 weekend or a legal holiday (as defined by Federal Rules of
25 Civil Procedure 6(a)(4)), payment will be due no later than the
26 next business day. The Special Master will provide to Honda,
27 within fifteen (15) business days of his receipt of any claim

1 made against the Fund, the Vehicle Identification Number for
2 any Class Vehicle to which such claim relates.

3 d. Honda will pay the Special Master for all time expended and
4 will reimburse all reasonable expenses incurred by the Special
5 Master and his agent in connection with the claims work
6 performed in connection with this Settlement.

7 9. The Settlement Agreement shall be used for settlement purposes
8 only. The fact of, or any provision contained in, the Settlement Agreement or any
9 action taken pursuant to it shall not constitute an admission of the validity of any
10 claim or any factual allegation that was or could have been made by Plaintiffs and
11 members of the Settlement Class in the present action or of any wrongdoing or
12 liability of any kind on the part of Honda. The Settlement Agreement shall not be
13 offered or be admissible in evidence by or against Honda (or any Released Parties
14 as defined in the Settlement Agreement) or cited or referred to in any other action
15 or proceeding, except (a) in any action or proceeding brought by or against the
16 Parties to enforce or otherwise implement the terms of the Settlement Agreement,
17 or (b) in any action involving Plaintiffs, members of Settlement Class, or any of
18 them, in which the allegations are based on the same factual bases and allegations
19 set forth in this case, to support a defense of res judicata, collateral estoppel,
20 release, waiver or other theory of claim preclusion, issue preclusion, or similar
21 defense.

22 10. The Mailed Notice, and Internet Notice, which will be on-line by
23 May 12, 2009, and provisions for disseminating those materials and information,
24 described in and attached to the Settlement Agreement are consistent with Federal
25 Rule of Civil Procedure Rule 23 and are approved. These materials (a) provide the
26 best notice practicable under the circumstances; (b) are reasonably calculated,
27 under the circumstances, to apprise the Settlement Class of the pendency of the
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1 action, the terms of the proposed Settlement, and of their right to exclude
2 themselves from, or object to, the proposed settlement; (c) are reasonable and
3 constitute due, adequate, and sufficient notice to all persons entitled to receive
4 notice; and (d) fully comply with United States law. Honda shall be responsible for
5 providing notice of the proposed Settlement to the Settlement Class in accordance
6 with the provisions of the Settlement Agreement. The Parties may change the
7 notices to reflect operative hearing and Opt-out dates or other presently unknown
8 data without further approval from the Court.

9 11. The Mailed Notice shall be mailed by July 31, 2009, by first-class
10 mail to persons and entities who fall within the Settlement Class definition who are
11 identified in Honda's records and those obtained by R. L. Polk & Co. or other
12 similar service. All such addresses shall be verified through a National Change of
13 Address Service. The Mailed Notice shall also be sent by first-class mail to each
14 member of the Settlement Class whose identity becomes known to Honda after the
15 initial mailing. If any Mailed Notice is returned along with an advisory identifying
16 a forwarding address, the Mailed Notice will be mailed to the forwarding address.

17 12. Members of the Settlement Class who wish to be excluded from the
18 Settlement Class must submit a written Request for Exclusion ("Opt-out") by
19 sending it via U.S. mail to both Class Counsel and counsel for Honda at the
20 addresses listed below. Any Request for Exclusion must be postmarked on or
21 before September 10, 2009.

22 13. Members of the Settlement Class submitting a Request for Exclusion
23 must set forth: (i) their full name and current address; (ii) the model year of their
24 Class Vehicle(s); (iii) the Vehicle Identification Number of their Class Vehicle(s);
25 and (iv) a brief statement explaining their desire to be excluded from the
26 Settlement Class along with objectively verifiable proof of ownership of a Class
27 Vehicle (e.g., a current registration certificate for a Class Vehicle).

1 14. Members of the Settlement Class who do not submit a Request for
2 Exclusion in compliance with the deadlines and other specifications set forth
3 herein shall remain part of the Settlement Class and are bound by all proceedings,
4 orders, and judgments of this Court pertaining to the Settlement Class.

5 15. Any member of the Settlement Class who wishes to object to the
6 proposed Settlement must send a written objection to the Settlement (“Objection”)
7 to both Class Counsel and counsel for Honda at the addresses listed below by U.S.
8 mail, first class postage paid. Any Objection must be postmarked on or before
9 September 10, 2009. Only members of the Settlement Class may object to the
10 Settlement.

11 Class Counsel

12 Paul O. Paradis
13 HORWITZ HORWITZ & PARADIS, Attorneys at Law
14 28 West 44th Street, 16th Floor
New York, NY 10036

15 Honda’s Counsel

16 Eric Y. Kizirian
17 LEWIS BRISBOIS BISGAARD & SMITH, LLP
18 221 North Figueroa, Suite 1200
Los Angeles, CA 90012

19 16. In the Objection, an objecting Settlement Class member must set
20 forth: (i) their full name, current address, and telephone number; (ii) the model
21 year of their Class Vehicle(s); (iii) the Vehicle Identification Number of the Class
22 Vehicle(s); (iv) whether they purchased the Class Vehicle(s) new or used; (v) a
23 statement of the position(s) the objector wishes to assert; (vi) the factual and legal
24 grounds therefore; (vii) provide copies of any other documents that the objector
25 wishes to submit in support of their position; and (viii) objectively verifiable proof
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1 of ownership of a Class Vehicle (e.g. a current registration certificate for a Class
2 Vehicle).

3 17. Any member of the Settlement Class who does not submit an
4 Objection to the Settlement in accordance with this Order shall not be permitted to
5 object to the Settlement.

6 18. Any objecting member of the Settlement Class may appear at the
7 hearing on the fairness of the proposed Settlement (the “Settlement Fairness
8 Hearing”), in person or by counsel, to show cause why the proposed Settlement or
9 any aspect of the Settlement should not be approved. All members of the
10 Settlement Class who object to the Settlement and who wish to be heard at the
11 Settlement Fairness Hearing must file with the Clerk of the Court and serve upon
12 Class Counsel and counsel for Honda a Notice of Intention to Appear at the
13 Settlement Fairness Hearing no later than September 10, 2009. The Notice of
14 Intention to Appear must include copies of any papers, exhibits, or other evidence
15 that the objecting Settlement Class member (or their counsel) will present to the
16 Court in connection with the Settlement Fairness Hearing. Any member of the
17 Settlement Class who does not provide a Notice of Intention to Appear in
18 compliance with the deadlines and other specifications set forth below, or who has
19 not filed an Objection in compliance with the deadlines and other specifications set
20 forth in this paragraph and below, is precluded from being heard at the Settlement
21 Fairness Hearing.

22 19. Class Counsel shall file with the Court (i) Plaintiffs’ Motion for
23 Final Approval of the Settlement and Application for an Award of Attorneys’ Fees
24 and Reimbursement of Expenses; and (ii) Plaintiffs’ Application for
25 Reimbursement to Plaintiffs Scott Bonlender, Malissa Bonlender, Pauline
26 McDevitt, Hal Pilger, Walter Yasensky, Betty Lou Sandsmark, Trevor Boen and
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1 Richard Ammon for the time and expense each of the Plaintiffs expended in
2 connection with the prosecution of this Action, by September 17, 2009.

3 20. Any memoranda or other materials by the Parties in reply to any
4 Objection to the Settlement shall be filed with the Clerk of this Court and served
5 no later than September 17, 2009. All such memoranda and other briefing shall be
6 served on any member of the Settlement Class to whose Objection to the
7 Settlement the memoranda or other briefing responds.

8 21. The Settlement Fairness Hearing shall be held before the Honorable
9 Christina A. Snyder of the United States District Court, Central District of
10 California – Western Division on October 19, 2009 at 10:00 a.m. as specified in
11 the Mailed Notice. The Settlement Fairness Hearing may be continued or
12 rescheduled by the Court without further notice. At the Settlement Fairness
13 Hearing, or as soon afterwards as practicable, the Court will determine whether the
14 proposed Settlement is fair, reasonable and adequate, and should be approved. At
15 the Settlement Fairness Hearing, the Court also will consider the agreed upon
16 attorneys' fee and expense reimbursement requests and Plaintiffs' reimbursement
17 requests. If appropriate, the Court will issue a Final Order and Judgment
18 memorializing its decision, in the form contemplated by the Settlement Agreement.

19 22. Class Counsel and Honda are hereby authorized to proceed to
20 effectuate the terms of the Settlement Agreement.


21 23. Honda shall pay for all costs related to the Owner's Manual
22 Supplement program, Mailed Notice, Internet Notice, the cost of any notice
23 required by the Class Action Fairness Act, and the costs of all other notices as may
24 be required by the Court.

25 24. Pending further orders by this Court, all proceedings in this case –
26 other than proceedings pursuant to this Order - shall be stayed and all members of
27 the Settlement Class who do not request exclusion from the Settlement Class in the
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1 manner required by this Order shall be enjoined from commencing or prosecuting
2 any action, suit, proceeding, claim, or cause of action (except those based on or
3 relating to personal injury or wrongful death), in any jurisdiction or court against
4 Honda relating to or arising out of the subject matter of this Action.

5 **IT IS SO ORDERED.**

6 Dated: April 17, 2009



7 Hon. Christina A. Snyder
8 United States District Court
9 Central District of California
10 Western Division

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