

IF YOU ARE A CURRENT OR FORMER OWNER OR LESSEE OF A:

Honda Civic, model years 2006-2011 (DX and LX trims only)

PLEASE READ THIS NOTICE CAREFULLY BECAUSE A PROPOSED SETTLEMENT MAY PROVIDE YOU BENEFITS OR AFFECT YOUR RIGHTS.

YOUR LEGAL RIGHTS AND OPTIONS	
Make a claim	If you qualify, you can file a claim for benefits (cash or replacement of a part on your Civic, or both).
Exclude yourself from the settlement	You can exclude yourself from the class. If you do, you will not receive any benefits but have the right to sue on your own if you wish. You will have no right to comment on the settlement or object to it.
Do nothing	If you do nothing, you will give up your right to sue over the issues raised in this lawsuit and will not receive any benefits under the settlement.
Object	If you do not believe that the terms of the settlement are fair, and you do not opt out, you may object.

A federal court authorized this notice. This is not a solicitation from a lawyer. The purpose of this notice is to tell you about a proposed settlement of a class action lawsuit. This notice describes the rights you may have in the settlement and what you need to do to claim those rights.

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1. WHY DID I RECEIVE THIS NOTICE?

You received this notice because you may own or lease, or may have previously owned or leased, a Honda Civic, model year 2006-2011 with rear drum brakes (DX and LX trims only).

2. WHY SHOULD I READ THIS NOTICE?

You may be eligible to receive money and other benefits from the settlement of a lawsuit over premature brake pad wear that your Civic may have experienced, and because the settlement, if approved, will release certain claims you might have.

3. WHAT IS THE LAWSUIT ABOUT?

The lawsuit asserts that a part on your Civic was defectively designed, and that as a result the brake pads on some Civics wore out prematurely. Honda denies that there was any defect on the Civics. There are no safety concerns for owners of these vehicles.

4. WHAT IS A CLASS ACTION?

In a class action, one or more people called "class representatives" sue on behalf of people who may have similar claims. One court resolves the issues for all class members, except for class members who exclude themselves from the class.

5. HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a class member if you are a resident of the United States, Puerto Rico, the U.S. Virgin Islands, or Guam and you currently own or lease, or previously owned or leased, a Honda Civic, model years 2006-2011 (DX and LX trims only). You are not in the class if you work for Honda or one of its affiliated companies.

6. WHY IS THERE A SETTLEMENT?

The parties on both sides, despite believing in their positions, decided that a settlement was better than the uncertainty and expense of litigation. The class representatives and their attorneys believe the settlement is best for all settlement class members.

7. WHAT CAN I GET UNDER THE SETTLEMENT?

Under the proposed settlement, class members may receive reimbursement for brake pad replacements as set forth below.

A. Reimbursement of Brake Pad Replacement Expenses

For settlement class members who paid for a brake pad replacement prior to receiving this Notice of Proposed Settlement, Honda will reimburse out-of-pocket expenses incurred by settlement class members for parts and labor paid for the brake pad replacement according to the following schedule provided that the replacement occurred within the 3 year/36,000 mile New Vehicle Limited Warranty period applicable to the vehicle:

(1) For brake pads that required replacement after being used for 7,500 miles or less, Honda will reimburse 100% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

(2) For brake pads that required replacement after being used for 7,501 miles to 15,000 miles, Honda will reimburse 50% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

(3) For brake pads that required replacement after being used for 15,001 miles to 20,000 miles, Honda will reimburse 25% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

To be eligible for reimbursement, settlement class members must provide proof of payment and submit a claim form in the manner described below within the claims period. Brake pad replacements that are required and performed after you receive this notice of the settlement but before the Effective Date of the settlement will not be eligible for reimbursement unless they are performed by an authorized Honda dealer.

B. Brake Pad Replacement After Receipt Of Notice Of Proposed Settlement.

For settlement class members who pay to replace their brake pads after receiving this Notice of Proposed Settlement, Honda will reimburse out-of-pocket expenses incurred by settlement class members for parts and labor paid for the brake pad replacement according to the following schedule, provided that the replacement occurs within the 3 year/36,000 mile New Vehicle Limited Warranty period applicable to the vehicle:

(1) For brake pads that require replacement after being used for 7,500 miles or less, Honda will reimburse 100% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

(2) For brake pads that require replacement after being used for 7,501 miles to 15,000 miles, Honda will reimburse 50% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

(3) For brake pads that require replacement after being used for 15,001 miles to 20,000 miles, Honda will reimburse 25% of the total costs of replacing the brake pads (including parts, labor, taxes, and rotor resurfacing, but not including any costs relating to replacing rotors).

To be eligible to receive this benefit, settlement class members must bring their vehicle to an authorized Honda dealer for brake pad replacement within the warranty period. Currently, two different brake pads are available for your vehicle. If you have specific concerns about brake wear, you should discuss with your dealer which of these two pads is most appropriate for your vehicle and the way it is driven.

8. HOW DO I MAKE A CLAIM?

Follow the instructions on the Claim Form that accompanies this notice. You must also include proof of repair and cost, and complete the certification as required by the Claim Form. Completed Claim Forms and supporting documentation must be submitted to the following address:

Honda
P.O. Box 2718
Torrance, CA 90509

For brake pad replacements that occurred before receipt of this Notice of Proposed Settlement, Claim Forms and supporting documents must be postmarked within 30 days of the Effective Date. You should monitor the settlement website www.brakepadsettlement.com for information on the Effective Date of this settlement.

For brake pad replacements that occur after receipt of this Notice of Proposed Settlement, Claim Forms and supporting documents must be postmarked no later than 60 days after the Brake Pad Replacement or March 31, 2015, whichever date is sooner.

9. WHAT DO I GIVE UP IF THE SETTLEMENT IS APPROVED?

The settlement provides for a "release" of claims relating to premature brake pad wear on 2006-2011 Civics (DX and LX trims only). This means you would not be able to sue over the cost

of replacing brake pads, or any other monetary losses you might incur as a result of premature brake pad wear.

10. WHO WILL DETERMINE WHETHER THE SETTLEMENT IS FAIR?

The Honorable Kimberly J. Mueller, United States District Judge, will decide whether the settlement is fair to the class members. The Court will hold a hearing at 10:00 a.m. on February 20, 2015 in Courtroom 3 (15th floor) of the United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814. At that hearing, the Court will consider whether to approve the settlement. The Court will also determine the amount of any awards for the class representatives, and the amount of attorneys' fees and costs to be awarded to the lawyers for the class.

11. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you are a settlement class member and do not opt out of the class, you have the right to object to the settlement. Any objection must be in writing and must be filed with the Court and sent to class counsel and Honda's counsel at the addresses listed below. *All objections must be filed electronically or postmarked on or before January 21, 2015.*

If you file an objection, it must include: (1) the title of the case, "*Zakskorn v. American Honda Motor Co., Inc.*, Case No. 11-CV-02610-KJM-KJN"; (2) your name, address, and telephone number; (3) the approximate date when you bought or leased your Civic and the vehicle identification number (VIN) of your Civic; (4) a statement that you have reviewed the settlement class definition and that you are a settlement class member; (5) all legal and factual bases for any objection; and (6) copies of any documents that you wish to submit relating to your objection. In addition, if you object to the settlement, you must provide a list of all other objections submitted by you, or your counsel, to any class action settlements in any court in the United States in the previous five years. If you (or your counsel) have not objected to any other class action settlement in the United States in the previous five years, you must say so in the objection. You may also have to attend a deposition on the issues raised in the objection.

If you intend to appear at the fairness hearing, you must file with the Court and send to all counsel listed below a notice of intention to appear at the hearing by the objection deadline. The notice must include copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court. If you do not provide a timely notice of intention to appear, or if you do not file a timely objection, you may be deemed to have waived any objection to the settlement.

Clerk of the Court

Clerk of the Court
501 I Street
Room 4-200
Sacramento, CA 95814

Class Counsel

Michael A. Caddell
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010

Honda's Counsel

Brian H. Newman
Dykema Gossett LLP
333 South Grand Ave.
Suite 2100
Los Angeles, CA 90071

12. WHAT SHOULD I DO IF I DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT?

To exclude yourself from the settlement, you must submit a written request for exclusion that includes: (a) your name, address, and telephone number; and (b) the approximate date of acquisition and vehicle identification number (VIN) of your Civic. All requests for exclusion must also contain a signed statement that: "I hereby request that I be excluded from the proposed settlement class in *Zakskorn v. American Honda Motor Co., Inc.*, Case No. 11-CV-02610-KJM-KJN". All requests for exclusion must be postmarked no later than January 21, 2015, and must be mailed to the Settlement Administrator:

Honda
P.O. Box 2722
Torrance, CA 90509

DO NOT REQUEST EXCLUSION IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.

If you validly request exclusion from the class, you will (a) not be entitled to any of the settlement benefits; (b) not be bound by any judgment entered in the lawsuit; (c) not be permitted to object to the settlement, and (d) be able to sue based on the issues raised in the lawsuit.

If you do not request exclusion from the class, you will be bound by all judgments in the lawsuit in connection with the settlement.

13. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting simply tells the Court that you do not like something about the settlement. You can object and still file a claim for benefits. In contrast, excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

14. WHO REPRESENTS THE CLASS?

The Court has appointed Stacie Zakskorn, Rachele Schreiber, and Javier Hidalgo as class representatives. The class representatives in this action will ask the Court for awards of up to \$2,500 each (\$7,500 in total). Honda has agreed to pay up to this amount if approved by the Court, and your settlement benefits will not be reduced by the payment of this award.

The Court has also appointed the following lawyers and their firms as class counsel:

David A. Mazie
Matthew R. Mendelsohn
Mazie Slater Katz & Freeman, LLC
103 Eisenhower Parkway
Roseland, New Jersey 07068

Cory S. Fein
Caddell & Chapman
The Park in Houston Center
1331 Lamar, Suite 1070
Houston, TX 77010

Robert L. Starr
The Law Offices of Robert L. Starr
23277 Ventura Boulevard
Woodland Hills, California 91364

Payam Shahian
Strategic Legal Practices, APC
1875 Century Park East, Suite 700
Los Angeles, California 90067

L. Timothy Fisher
Joseph I. Marchese
Bursor & Fisher
888 Seventh Ave.
New York, NY 10019

These lawyers represent your interest in the lawsuit. You will not be charged for their services. You may, however, hire your own attorney at your own expense to advise you.

15. WHO IS RESPONSIBLE FOR CLASS COUNSEL'S FEES?

Class counsel intends to ask the Court for an award of attorneys' fees for their work on behalf of the settlement class, including their out-of-pocket expenses, in an amount not to exceed \$850,000. Honda has agreed to pay up to this amount. **You will not have to pay any of this amount.**

16. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS?

It cannot yet be predicted. The Court is scheduled to hold a final approval hearing to decide whether to approve the settlement. If the Court approves the settlement, benefits will be paid to class members who submit valid claims. If appeals are filed, payment of claims will be delayed. You should monitor the Settlement website at www.brakepadsettlement.com for information on the status of the settlement and when it will become effective, and timing for the payment of settlement benefits.

17. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING?

No.

18. WHERE CAN I GET MORE INFORMATION?

This Notice is only a summary of the lawsuit and proposed settlement. Pleadings and other information (including the Settlement Agreement) that have been filed in this lawsuit are available at www.brakepadsettlement.com. If you have any questions about the settlement, check the website. **DO NOT CONTACT THE COURT FOR INFORMATION.**

CLAIM FORM FOR REPAIRS RELATED TO PREMATURE BRAKE PAD WEAR

Case No. 11-CV-02610-KJM-KJN

Name/Address Changes (if any):

VIN: 1HGFA16547L072426

 First Name Last Name

 Address

 City State Zip



ANN M GUNN
37 RED CLIFFS RD
DURANGO, CO 81301-7315

CIVIC 2007



Please provide the information below for all claims so we may contact you if necessary or notify you of status:

Daytime Phone _____ Evening Phone _____

Cell Phone _____ e-mail _____

Claim Form Instructions:

Read over the Class Notice. Completely fill out this form and attach all the necessary documents and mail to the address listed on page 2 of this form. Please note the following:

1. Settlement Class Members who previously paid for Brake Pad Replacements during the Warranty Period (as that term is defined in the Settlement Agreement) and prior to receipt of the Notice of Settlement may submit a claim for reimbursement. Honda may reimburse Out-of-Pocket Expenses or a portion of Out-of-Pocket Expenses, based on a schedule, for parts and labor paid for the Brake Pad Replacement. To be eligible for reimbursement, you must provide Proof of Payment and submit a valid Claim Form no later than 30 days after the Effective Date of the Settlement.
2. Settlement Class Members who have a future Brake Pad Replacement during the Warranty Period (as that term is defined in the Settlement Agreement) may also submit a claim for reimbursement. Honda may reimburse Out-of-Pocket Expenses or a portion of Out-of-Pocket Expenses, based on a schedule, for parts and labor paid for the Brake Pad Replacement, provided that such replacement was performed by an authorized Honda dealer. To be eligible for reimbursement, you must provide Proof of Payment and submit a valid Claim Form no later than 60 days after the Brake Pad Replacement or March 31, 2015, whichever date is sooner.

PART ONE – CLAIMANT VEHICLE INFORMATION

1. Did you own or lease a 2006 – 2011 Honda Civic with rear drum brakes?

No

Yes

2. Did you pay for a Brake Pad Replacement due to premature brake pad wear?

No

Yes

If you answered "NO" to question 1 OR 2, you are not eligible to submit a claim.

If you answered "Yes" to both questions 1 AND 2, complete the following:

Year _____ Model _____ Trim _____

Vehicle Identification Number:

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PART TWO – CLAIM INFORMATION

If you are submitting a claim for reimbursement for Brake Pad Replacement, please check the box and provide the following information.

Include an original receipt (or other original supporting documentation) for Brake Pad Replacement. Your documentation **must include all items below:**

- The date the replacement was made and mileage on the subject brakes at the time of replacement;
- The amount you paid for the brake pad replacement; and
- Information that shows that the brake pads on your vehicle experienced premature wear as described in the Class Notice.

Keep a copy for your records. Documents will NOT be returned.

DATE OF BRAKE PAD REPLACEMENT	MILEAGE ON BRAKE PADS AND VEHICLE AT TIME OF REPLACEMENT	AMOUNT YOU PAID FOR BRAKE PAD REPLACEMENT
Date: ___/___/_____	Mileage on Brake Pads: _____ Mileage on Vehicle: _____	\$ _____.

To make a claim you must submit a Claim Form. For additional information, call 1-888-888-3082 or visit www.brakepadsettlement.com.

Return this claim form to:

Settlement Administrator
P.O. Box 2718
Torrance, CA 90509

PART THREE – CERTIFICATION AND RELEASE OF CLAIM

SIGN AND DATE THE CERTIFICATION BELOW.

I declare under penalty of perjury under the laws of the United States that the information I provided on this form is true and correct.

Signature of Owner/Lessee

___/___/_____
Date

Signature of Co-Owner/Co-Lessee

___/___/_____
Date

For assistance completing this form or for answers to your questions, you can consult the Notice, call 1-888-888-3082, or go to www.brakepadsettlement.com.