



U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET:www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received
MAY 12 2010

Repository

11-MAR-2010

Reference No.
10318911

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City SALINAS State CA Zip Code [REDACTED]

Daytime Telephone Number [REDACTED] E-mail Address [REDACTED]
Evening Telephone Number [REDACTED]

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
19UYA42651A [REDACTED] Make ACURA Model CL Model Year 2001
Date Purchased Dealer's Name and Telephone Number Engine: Fuel Type:
No: Cylinders
Original Owner Dealer's City State Zip Code
Transmission Type Antilock Brakes Powertrain Multiple Failure: Incident Date(s)
 Cruise Control 18-DEC-2009

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: 103000 POWER TRAIN: AUTOMATIC TRANSMISSION Failure Mileage 70000 Failure Speed 45

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make Tire Model (Name or Number) Tire Size (Example P215/65R15)
DOT No. (Example: DOTMAL9ABC036) Original Equipment Failure Location:
 Prior Repair
Tire Component Code Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: Date Manufactured: Model No./Name:
Seat Type: Installation System:
Child Seat Component Code: Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash Yes No Fire Yes No
Number of Persons Injured Number of Deaths Reported to Police
N

Narrative Description of Incident(S), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2001 ACURA CL. WHILE DRIVING AT 45 MPH THE TRANSMISSION BEGAN MAKING A LOUD NOISE. THE VEHICLE BEGAN TO LOSE POWER AND WOULD NOT MOVE FORWARD. HE WAS ABLE TO MANEUVER OFF THE HIGHWAY AND HAD THE VEHICLE TOWED TO THE NEAREST DEALER. A DIAGNOSTIC WAS PERFORMED AND IT WAS VERIFIED THAT THE TRANSMISSION HAD FAILED. THE TRANSMISSION WAS REPLACED AT THE OWNER'S EXPENSE. THERE WERE NO RECALLS ON THE VEHICLE. THE FAILURE MILEAGE WAS 70,000 AND THE CURRENT WAS 72,000.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

There was a lawsuit about premature transmission failure on this car. (copy enclosed) Acura supposedly fixed it on Sept 2004 by Buick Acura. (23570 miles) There was a recall on this by Acura.

ATTACH ADDITIONAL SHEETS IF NECESSARY

US Department of Transportation

National Highway Traffic Safety Administration

1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382

Official Business
Penalty for Private Use \$300

SAN JOSE CA 95131

MAY 2010

**NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES**

BUSINESS REPLY MAIL

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POSTAGE WILL BE PAID BY ADDRESSEE

**US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382**

20077-9382



safecar.gov

**Think your vehicle
has a safety defect?**



If so:

**Use the enclosed
form to file a report.**

or visit:

www.safecar.gov

or call:

**Vehicle Safety Hotline
888-327-4236**



www.nhtsa.gov

Vehicle Owner's Questionnaire (VOQ)
U.S. Department of Transportation
National Highway Traffic Safety Administration

888 327 4236

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CHRIS COLLINS, ERNEST GALANG, and
MARK RUTLEDGE
Plaintiffs,
vs.
AMERICAN HONDA MOTOR CO., INC. and
DOES 1 through 100,
Defendants.

CASE NO. RG 03099677

NOTICE OF PROPOSED SETTLEMENT OF CLASS
ACTION AND SETTLEMENT FAIRNESS HEARING

CLASS ACTION

**If You Own Or Lease a Car Listed Below With An Automatic Transmission
Please Read This Legal Notice Carefully, Your Legal Rights Could Be Affected**

The Superior Court of the State of California for the County of Alameda (the "Court") has preliminarily approved a Proposed Settlement of a class action lawsuit that may affect your rights. The case is entitled *Chris Collins v. American Honda Motor Company*, Case No. RG 03099677 pending in the Superior Court for the State of California, County of Alameda. The Court has scheduled a Final Fairness Hearing for final approval of the Proposed Settlement. Benefits for Class Members will only be made available if the Court grants final approval.

- This Proposed Class Action Settlement involves certain Honda and Acura motor vehicles, specifically those models listed below that were originally equipped with an automatic transmission ("Class Vehicles"):

Car	Model Year
Honda Accord	2000-2001
Honda Odyssey	1999-2001
Honda Prelude	2000-2001
Acura 3.2 CL	2001-2002
Acura 3.2 TL	1999-2002
Certain Acura 3.2 CL & TL *	2003

*To determine eligibility for Class Membership for 2003 models go to www.hondatransmissionsettlement.com.

- To be a Class Member eligible to obtain benefits under this Proposed Settlement, you must own or lease one of the Class Vehicles listed above equipped with an automatic transmission and **both** (1) the original purchase or lease date of the vehicle is after November 21, 1998 **and** (2) the vehicle has less than 109,000 miles in service on August 21, 2006.

Your rights and options, as well as the deadlines for each, are explained in this Notice.

Why Has This Notice Been Issued?

The Court ordered this Notice to be issued. You are receiving this Notice because Honda's records indicate that you may own or lease one of the Class Vehicles. This Notice explains the lawsuit, the Proposed Settlement; your legal rights; what benefits are available; and who is eligible.

What Is This Class Action About?

The Plaintiffs in this class action lawsuit allege that the automatic transmissions in the Class Vehicles contain defects that may result in the partial or complete failure of the automatic transmission at any speed.

Honda denies these allegations and denies any wrongdoing.

Why Is There A Proposed Settlement?

The Parties have litigated this class action for nearly three years. Class Counsel have conducted a substantial investigation of the law and facts relating to the allegations in the Action. In connection with this litigation, Class Counsel have traveled throughout the country to conduct extensive fact finding interviews with more than sixty (60) Class Members who have experienced the same or similar problems with their transmissions, many of which were videotaped for use at the mediation and for other aspects of the litigation. Additionally, Class Counsel analyzed over 26,000 documents produced by Honda and had expert consultants conduct extensive analysis of the issues in this case, including but not limited to simulations of unexpected transmission downshifting at the Honda test facility.

Thereafter, based on this evaluation of facts and law, Class Counsel engaged in extended negotiations during multiple days of mediation under the supervision of a Court-approved mediator, Justice Howard Wiener (Ret.), resulting in the Parties entering into a Proposed Settlement Agreement. The terms of the Proposed Settlement are briefly summarized below. The following description does not supersede the terms of the Proposed Settlement Agreement and related documents and exhibits, which are available for public inspection in the office of the Clerk of the Court. The Clerk's Office is located at 1225 Fallon Street, Oakland, California 94612.

Plaintiffs, Honda and their respective counsel believe that the Proposed Settlement is a fair and reasonable resolution of this class action and in the best interests of Class Members. In deciding this, they considered the substantial benefits from the Proposed Settlement for the Class Members. These benefits were balanced against the following risks, among others: (1) The Court may deny Plaintiffs' motion to certify the Class, which Honda indicated it would vigorously oppose, which would result in no benefits for Class Members; (2) If the Class was certified, Plaintiffs and the Class may not win at trial, or any favorable award could be reversed in post-trial motions; and (3) any favorable judgment could be reversed on appeal, or at least delayed during an appeals period expected to last several years.

Who Are The Class Members?

If you own or lease one of the Class Vehicles listed above equipped with an automatic transmission, and **both** (1) the original purchase or lease date of the vehicle is after November 21, 1998 **and** (2) the vehicle has less than 109,000 miles in service on August 21, 2006, you are a Class Member and are entitled to receive benefits under the Proposed Settlement.

The Class does not include: (1) Honda, its subsidiaries and affiliates, officers, and directors; (2) the Judge to whom this case is assigned and any member of the Judge's immediate family; and (3) persons who have settled with and released Honda from individual claims substantially similar to those alleged in this class action.

What Does The Proposed Settlement Provide?

If the Court gives final approval to the Proposed Settlement, Class Members will receive a warranty extension on their Class Vehicle automatic transmission extending the warranty period to 93 months from date of initial purchase or lease of the vehicle (an additional 9 months) or 109,000 miles in service (an additional 9,000 miles), whichever comes first. Honda has projected the cost of the settlement benefits to Class Members to be approximately \$90 million. An independent expert hired by the mediator negotiating the settlement has conducted an independent statistical analysis to project the cost of the warranty extension, and concluded that the cost is greater than the \$90 million projected by Honda. The same expert also analyzed the value to the Class based on what an insurance underwriter would charge to provide such a warranty extension after considering direct costs (\$90 million), margins for risk, administrative costs and profit commensurate with the required investment. The independent expert concluded that a reasonable value of the proposed warranty extension to consumers would be twice the direct cost to Honda, or approximately \$180 million.

What about Transmission Problems that Occur before the Settlement is Final?

Should you experience a problem with your automatic transmission in a Class Vehicle after you receive this Notice which would be covered under the terms in the Settlement, but the Settlement has not yet become a final, the cost of repair of your automatic transmission will be reimbursed by Honda as long as the following conditions are all met. First, no reimbursement will be made unless and until the Settlement becomes final (*i.e.*, all appeals, if any, have been dismissed or the time for appeal has lapsed). Second, your Class Vehicle must fit within the eligibility requirements as stated in this Notice (initial purchase or lease if after November 21, 1998 **and** less than 109,000 miles in service at the time of transmission repair or replacement). Third, the service on your automatic transmission must be performed at an authorized Honda or Acura dealer. Fourth, to preserve your eligibility for reimbursement, you will be required to submit a copy of the service invoice to Honda, with a copy to Class Counsel, not more than 90 days after paying for the service work performed on your automatic transmission. Finally, you must be a Settlement Class Member at the time the Settlement is final. **If the Settlement is not finally approved, there will be no reimbursement. Further, there will be no reimbursement for repairs or replacements performed prior to August 21, 2006.**

What Claims are Released?

If the Proposed Settlement is approved, Plaintiffs and all Class Members will release all of the "Released Claims" as defined in the Settlement Agreement on file with the Court. In summary, Released Claims include all such claims against Honda and Honda related parties, whether known or unknown, matured or unmatured, liquidated, unliquidated, at law or equity, before any local, state or federal court, tribunal, administrative agency or commission, that actually or potentially arose out of, was based upon, or is related to subject matter of the action relating to Honda automatic transmissions in the Class Vehicles. This includes any and all claims related out of, based upon, or related to the settlement or resolution of this action. Notwithstanding the language in this paragraph, "Released Claims" **do not include** any claims for personal injury or wrongful death, regardless of whether the claim is brought in an action or matter making allegations pertaining to a Honda automatic transmission in a Class Vehicle, regardless of whether such claim arose before or after the settlement. Nor does "Released Claims" include claims for property damage to a Class Vehicle, except for damage to the automatic transmission.

Who Represents the Class?

The Court has appointed Plaintiffs Chris Collins, Ernest Galang and Mark Rutledge to serve as Class Representatives. Additionally, the Court appointed the law firm of Kirby Noonan Lance & Hoge LLP, 600 West Broadway, Suite 1100, San Diego, CA 92101, and Peter E. Zahn, 12625 High Bluff Drive, Suite 110, San Diego, CA 92130, to act as the attorneys for all Class Members ("Class Counsel").

Because this is a nationwide settlement, Class Counsel has engaged the following experienced class action law firms throughout the country ("Settlement Class Counsel") to review and comment on the Proposed Settlement. Class Counsel and Settlement Class Counsel listed below all believe that the Proposed Settlement is fair, reasonable, and in the best interest of Class Members.

Mike Peacock, Esq.
Peacock Law Firm, P.A.
500 E. Kennedy Blvd., Suite 100
Tampa, FL 33602

Stephen L. Hubbard, Esq.
Hubbard & Biederman, L.L.P.
1717 Main Street, Suite 4700
Dallas, TX 75201

John A. Maher, Esq.
450 Springfield Avenue
Summit, NJ 07901

Jared B. Stamell, Esq.
Stamell & Schager, LLP
One Liberty Plaza, 35th Floor
New York, NY 10006-1404

George M. Beason, Jr., Esq.
Martinson & Beason, P.C.
115 North Side Square
Huntsville, AL 35801-4822

What are the Attorneys Fees and Costs and Incentive Awards?

Class Counsel intends to make an application to the Court for an award of attorneys' fees not to exceed 9% of the cost of the settlement benefits as determined by Honda (\$90,300,000) and actual costs of litigation of approximately \$290,000. Additionally, Class Counsel will request the Court for incentive awards to the three Class Representatives in an amount not to exceed \$45,000 in the aggregate. **These amounts, if awarded by the Court, will be paid by Honda in addition to the economic benefits provided under the settlement. These amounts will not reduce or affect in any manner the benefits to be received by the Class.**

How Do I Participate in the Proposed Settlement?

If you wish to receive the Extended Warranty provided in the Proposed Settlement and remain a member of the Class, you need not do anything at this time. As a Class Member, you will be bound by all orders and judgments of the Court. Any claims you may have against Honda relating to the automatic transmission of your Class Vehicle will be terminated by the judgment entered in this case, **even if your automatic transmission fails in the future.** This includes claims you may have for breach of warranty or negligence. **This Proposed settlement does not affect any claims for personal injury, wrongful death, or physical damage other than to the automatic transmission, arising from any problems with the automatic transmission on the Class Vehicles described above, regardless of whether that claim is the result of an occurrence before or after the date of this settlement is approved.**

How Do I Exclude Myself from the Proposed Settlement?

If you do not want to be a part of the Class, you may exclude yourself from the Proposed Settlement. To exclude yourself, you must send by U.S. mail, first class and postage prepaid, a personally signed, written request to be excluded from the Class to: *Honda Automatic Transmission Settlement Administrator* at the following address: P.O. Box 808011, Petaluma, CA 94975-8011. Your written request must be postmarked by **December 11, 2006.**

If you exclude yourself from the Class ("Opt-Out"), you will not benefit from any recovery for the Class or be bound by any Court orders or judgments. If you wish to remain a Class Member, do not send an exclusion letter. Anyone submitting a Request for Exclusion must: set forth his/her full name and current address; identity of the model year and model of his/her Class Vehicle(s) and the approximate date of purchase or lease; the Class Vehicle's Vehicle identification number (VIN); and specifically state his/her desire to be excluded from the Proposed Settlement.

How Do I Object to the Proposed Settlement?

If you wish to object to the Proposed Settlement and/or the requested award of attorneys' fees and costs, and incentive awards, you must send a written objection and any supporting papers by U.S. mail, first class and postage prepaid, to the *Honda Automatic Transmission Settlement Administrator* at following address: P.O. Box 808011, Petaluma, CA 94975-8011. The objection must state your full name; your current address; your telephone number; the model year and model of your Class Vehicle; the Class Vehicle's identification number (VIN) and details of your objection(s) and the factual and legal grounds for the position. All objections and any supporting papers must be postmarked no later than **December 11, 2006.**

When and Where Will the Court Decide Whether to Approve the Proposed Settlement?

On **December 28, 2006 at 9:00 a.m.**, the Honorable Ronald M. Sabraw will hold a Fairness Hearing to determine whether the Proposed Settlement is fair, adequate, and reasonable and should be finally approved. The hearing will be held at Alameda Superior Court, 1221 Oak Street, Department 22, Fourth Floor, Oakland, CA 94612. This Hearing may be continued or rescheduled by the Court without further notice. If the Proposed Settlement is approved, it will be binding on all members of the Class. If the Proposed Settlement is not approved, the Action will proceed without further notice.

Class Members who object to the Proposed Settlement do not need to attend the Fairness Hearing for their objections to be considered. If you wish to appear personally or through your own attorney at the Fairness Hearing, you must both file an objection on time and Notice of Intention to Appear with the *Honda Automatic Transmission Settlement Administrator* by **December 11, 2006.** Copies must be served on the Class Counsel, Kirby Noonan Lance & Hoge, LLP, 600 West Broadway, Suite 1100, San Diego, California 92101 and counsel for American Honda Motor Co., Inc., Lewis Brisbois Bisgaard & Smith, LP, 221 North Figueroa Street, Suite 1200, Los Angeles, California 90012, no later than December 11, 2006. It is important that the envelope in which you send the notice contain the case name and identifying number of the case, *Collins v. American Honda Motor Co., Inc.*, Case No. RG 03099677. Your Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you or your counsel will present at the Fairness Hearing. Any Class Member who does not file and serve a Notice of Intention to Appear in accordance with these instructions will not be allowed to appear or argue at any hearing concerning this Proposed Settlement.

How Do I Get More Information about the Proposed Settlement?

This Notice summarizes the Proposed Settlement and does not supercede the terms of the Settlement Agreement. For additional information about the Proposed Settlement, including a copy of the Settlement Agreement, please visit the Web site at www.hondatransmissionsettlement.com, call toll-free at 1-800-356-9451, or consult with your own attorney. To contact Class Counsel, write to them at the address above or email them at hondasettlement@knlh.com.

Examination of Papers

This notice does not fully describe the Action or the Proposed Settlement. You may inspect the court files regarding the Action at the Office of the Clerk of the Court, Superior Court of California for the County of Alameda, 1225 Fallon Street, Oakland, CA 94612, during the hours 8:00 a.m. to 4:00 p.m. Monday through Friday.

Important Dates To Remember

Last Day to Postmark Opt-Out Request	December 11, 2006
Last Day to Postmark Objection to Settlement/ File Notice of Intention to Appear	December 11, 2006
Fairness Hearing	December 28, 2006 at 9:00 a.m.
Place:	Courtroom of Hon. Ronald M. Sabraw Alameda County Superior Court 1221 Oak Street, Fourth Floor, Department 22 Oakland, CA 94612

THE COURT CANNOT ANSWER QUESTIONS ABOUT THE PROPOSED SETTLEMENT. DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THE TERMS OF THE PROPOSED SETTLEMENT.

Dated: August 21, 2006

By Order of Honorable Ronald M. Sabraw
Superior Court for the State of California,

County of Alameda

**IMPORTANT INFORMATION
REGARDING THE VEHICLES LISTED BELOW**

DETACH AND KEEP WITH YOUR WARRANTY INFORMATION

Car	Model Year
Honda Accord	2000-2001
Honda Odyssey	1999-2001
Honda Prelude	2000-2001
Acura 3.2 CL	2001-2002
Acura 3.2 TL	1999-2002
Acura CL 3.2 TL Type S: From VIN 19UUA5 ...3A000001 Thru 19UUA5... 3A019061	2003
Acura CL 3.2 CL (all models): From VIN 19UYA42...3A000001 Thru 19UYA42 ... 3A005203	2003

Depending upon a variety of factors including the model, model year and your own personal driving practices, problems with the automatic transmission may occur. One problem that may occur with some vehicles involves an unexpected downshift of the automatic transmission from fifth gear to second gear.

If you experience a downshift or other problems with your automatic transmission, you should take the vehicle to your local authorized Honda or Acura dealer. If you have a question regarding transmission problems with your vehicle, you may contact American Honda Motor Co., Inc. For Honda vehicles call 1(800) 999-1009. For Acura vehicles call 1(800) 382-2238.

In re Chris Collins v. American Honda Motor Company
Notice Administrator
c/o Gilardi & Co. LLC
P.O. Box 808011
Petaluma, CA 94975-8011

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Important Legal Document.



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