

CLAIM FORM FOR SIDE AIRBAG DEPLOYMENT

Claim #: NNS2- 6000068380

Name/Address Changes (if any):

VIN: 1HGCP26478A032868

First Name

Last Name

Address

SB-10056016-3016

City

State

Zip



7\_1  
JOHN Q. SAMPLE  
123 ANYSTREET  
ANYTOWN, US 12345-6789

ACCORD LX-P 2008



**NOTE: you will not be entitled to reimbursement from AHM for any amounts for which you have been previously reimbursed, including but not limited to, prior reimbursements by AHM or through an insurance claim.**

**III. SETTLEMENT CLASS MEMBER CONTACT INFORMATION**

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 \_\_\_\_\_

**Select One:**

\_\_\_\_\_ I experienced a Reimbursable Deployment of a Side Airbag that has not been repaired or replaced.

\_\_\_\_\_ I experienced a Reimbursable Deployment and incurred expenses in the amount of \$ \_\_\_\_\_ to repair or replace the Side Airbag.

**If You Are Seeking Reimbursement, Select One:**

\_\_\_\_\_ I have not received any reimbursement of the out-of-pocket expenses I incurred to repair or replace my Side Airbag.

\_\_\_\_\_ I have received partial reimbursement in the amount of \$ \_\_\_\_\_ for the out-of-pocket expenses I incurred to repair or replace my Side Airbag.

\_\_\_\_\_ I have been fully reimbursed for all out-of-pocket expenses I incurred to repair or replace my Side Airbag.

If you are submitting this Claim Form on behalf of another person who is a Settlement Class Member, please explain why you have the authority to do so and attach a copy of any Power of Attorney or other documents that you may have.

**NOTE: If there is evidence that abuse or misuse of your vehicle caused the Side Airbag to deploy or that the vehicle otherwise did not experience a Reimbursable Deployment, AHM reserves the right to deny reimbursement, repair or replacement. The process for addressing any disputes regarding the denial of**

reimbursement, repair or replacement is described in Section IV, Paragraph 3 of the Settlement Agreement.

**Documentation**

If you are seeking reimbursement of expenses you incurred to repair or replace your Side Airbag, you must submit copies of documents and records you have that establish: (1) the amount of out-of pocket expenses you paid to repair or replace the Side Airbag of your vehicle; and (2) the amount of any reimbursement (even if it was only partial reimbursement) that you received for the repair or replacement of the Side Airbag of your vehicle. Such documents may include, but are not limited to: receipts, work orders, repair orders, canceled checks, credit card statements or other documents that may describe the work performed on your vehicle and who performed that work.

**IV. VERIFICATION**

I declare under penalty of perjury under the laws of the United States of America and the State of California that I experienced a Reimbursable Deployment of one or more Side Airbags in a Class Vehicle and that the information in this Claim Form is true and correct and that if I am seeking reimbursement, I have provided copies of all of the documents and records within my possession that are requested in Section IV of this Claim Form.

This Claim Form was executed on \_\_\_\_\_ (month), \_\_\_\_\_  
(year) in \_\_\_\_\_ (city, state, country).

\_\_\_\_\_  
SIGN YOUR NAME HERE

\_\_\_\_\_  
PRINT OR TYPE YOUR NAME HERE

**PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM AND OTHER DOCUMENTATION. THE PROCESSING OF CLAIMS WILL TAKE TIME. NO MONEY WILL BE ISSUED UNTIL AFTER THE EFFECTIVE DATE OF THIS SETTLEMENT. AHM RESERVES THE RIGHT TO AUDIT ANY CLAIM FORMS SUBMITTED. PLEASE CHECK THE SETTLEMENT WEBSITE PERIODICALLY FOR UPDATES ON THE STATUS OF THE SETTLEMENT. THANK YOU FOR YOUR PATIENCE.**

**Please mail your completed claim form, along with your supporting documentation (if required), so that it is postmarked no later than September 2, 2014 to:**

**SIDE AIRBAG SETTLEMENT  
c/o Class Administrator  
P.O. Box 2718  
Torrance, CA 90509**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HEATHER GUTIERREZ and CONNIE  
KAUPA, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

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

Defendant.

CASE NO: 5:09-cv-01517-JZ-OP

Judge Jack Zouhary

CLAIM FORM

**SIDE AIRBAG SETTLEMENT**

c/o Class Administrator

P.O. Box 2718

Torrance, CA 90509

**Your Signed Claim Form Must Be Mailed and Postmarked  
No Later Than September 2, 2014**

**If You Do Not Submit A Claim Form By September 2,  
2014, You Will Not Receive The Benefits Described In The  
Class Notice. Please Read This Entire Form Carefully.**

If you experienced a Reimbursable Deployment prior to February 13, 2014, you must fill out this Claim Form to receive the settlement benefits. Members of the Injunctive Class do not need to fill out this Claim Form.

**I. ELIGIBILITY AND INSTRUCTIONS**

Please read the Class Notice (available at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com)) regarding the Settlement carefully before filling out this form. Terms in this Claim Form are defined in the Class Notice and the Settlement Agreement, both of which are available at the Settlement Website.

If you purchased or leased, new or used, one of the following vehicles and you experienced a Reimbursable Deployment while owning or leasing such a vehicle and your vehicle is identified by VIN in the list available on the Settlement Website (see [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com)), you may be entitled to compensation if you complete and submit this Claim Form in a timely manner: (1) a 2003 Honda Accord Sedan or Coupe with Side Airbags; (2) a 2004 Accord Sedan with Side Airbags manufactured before April 8, 2004; (3) a 2004 Accord Coupe with Side Airbags; or (4) a 2008 Accord Sedan manufactured before June 12, 2008. For a full description of the benefits available under the Settlement and eligibility to claim them, please see Paragraphs 4 and 6 of the Class Notice.

All persons who are members of the Settlement Class and who do not timely request exclusion from the Settlement Class are bound by the terms of the judgment entered by the Court and release their claims against American Honda Motor Co., Inc. ("AHM") described in the Class Notice and Settlement Agreement whether or not they submit a Claim Form.

## **II. TO CLAIM BENEFITS**

The benefit to which you may be entitled under the Settlement depends upon whether your Side Airbag has been previously repaired or replaced.

### **A. IF YOU EXPERIENCED A REIMBURSABLE DEPLOYMENT BUT YOUR SIDE AIRBAG HAS NOT BEEN REPAIRED OR REPLACED**

If you experienced a Reimbursable Deployment of a Side Airbag and the Side Airbag has not been repaired or replaced, you are eligible to have AHM repair or replace (at its election) your Side Airbag free of charge. In order to obtain this benefit, you must:

- Fill out the Settlement Class Information (Section III) below;
- Sign the Verification at the end of the Claim Form;
- Return this completed Claim Form, by mail, no later than September 2, 2014; and
- Take your vehicle to an Authorized Honda Dealer in accordance with the instructions in the written acknowledgment of your claim that you will receive from AHM.

### **B. IF YOU EXPERIENCED A REIMBURSABLE DEPLOYMENT AND INCURRED EXPENSES TO REPAIR OR REPLACE YOUR SIDE AIRBAG**

If you experienced a Reimbursable Deployment of a Side Airbag and incurred out-of-pocket expenses to have your vehicle's Side Airbag repaired or replaced, pursuant to the Settlement, you are eligible for reimbursement of the out-of-pocket expenses that you incurred to replace or repair your vehicle's Side Airbag. In order to obtain this benefit, you must:

- Fill out the Settlement Class Information (Section III) below;
- Sign the Verification at the end of the Claim Form;
- Submit documentation (in the form of receipts, work orders, repair orders or the like) providing proof of the amount of out-of-pocket expenses claimed, the work performed on your vehicle and who performed that work; and
- Submit documentation of any prior reimbursements or deductions from the out-of-pocket expenses claimed, including but not limited to any amounts paid by insurance, discounts given by the person who performed the work on your vehicle or "goodwill" or other credits from AHM or others; and return the completed Claim Form, by mail, no later than September 2, 2014.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HEATHER GUTIERREZ and CONNIE  
KAUPA, on behalf of themselves and all  
others similarly situated,  
  
Plaintiffs,  
  
vs.  
  
AMERICAN HONDA MOTOR CO., INC., a  
California corporation,  
  
Defendant.

CASE NO: 5:09-cv-01517-JZ-OP

Judge Jack Zouhary

CLAIM FORM

SIDE AIRBAG SETTLEMENT  
c/o Class Administrator  
P.O. Box 2718  
Torrance, CA 90509

**Your Signed Claim Form Must Be Mailed and Postmarked  
No Later Than September 2, 2014**

**If You Do Not Submit A Claim Form By September 2,  
2014, You Will Not Receive The Benefits Described In The  
Class Notice. Please Read This Entire Form Carefully.**

If you experienced a Reimbursable Deployment prior to February 13, 2014, you must fill out this Claim Form to receive the settlement benefits. Members of the Injunctive Class do not need to fill out this Claim Form.

**I. ELIGIBILITY AND INSTRUCTIONS**

Please read the Class Notice (available at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com)) regarding the Settlement carefully before filling out this form. Terms in this Claim Form are defined in the Class Notice and the Settlement Agreement, both of which are available at the Settlement Website.

If you purchased or leased, new or used, one of the following vehicles and you experienced a Reimbursable Deployment while owning or leasing such a vehicle and your vehicle is identified by VIN in the list available on the Settlement Website (see [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com)), you may be entitled to compensation if you complete and submit this Claim Form in a timely manner: (1) a 2003 Honda Accord Sedan or Coupe with Side Airbags; (2) a 2004 Accord Sedan with Side Airbags manufactured before April 8, 2004; (3) a 2004 Accord Coupe with Side Airbags; or (4) a 2008 Accord Sedan manufactured before June 12, 2008. For a full description of the benefits available under the Settlement and eligibility to claim them, please see Paragraphs 4 and 6 of the Class Notice.

All persons who are members of the Settlement Class and who do not timely request exclusion from the Settlement Class are bound by the terms of the judgment entered by the Court and release their claims against American Honda Motor Co., Inc. ("AHM") described in the Class Notice and Settlement Agreement whether or not they submit a Claim Form.

## **II. TO CLAIM BENEFITS**

The benefit to which you may be entitled under the Settlement depends upon whether your Side Airbag has been previously repaired or replaced.

### **A. IF YOU EXPERIENCED A REIMBURSABLE DEPLOYMENT BUT YOUR SIDE AIRBAG HAS NOT BEEN REPAIRED OR REPLACED**

If you experienced a Reimbursable Deployment of a Side Airbag and the Side Airbag has not been repaired or replaced, you are eligible to have AHM repair or replace (at its election) your Side Airbag free of charge. In order to obtain this benefit, you must:

- Fill out the Settlement Class Information (Section III) below;
- Sign the Verification at the end of the Claim Form;
- Return this completed Claim Form, by mail, no later than September 2, 2014; and
- Take your vehicle to an Authorized Honda Dealer in accordance with the instructions in the written acknowledgment of your claim that you will receive from AHM.

### **B. IF YOU EXPERIENCED A REIMBURSABLE DEPLOYMENT AND INCURRED EXPENSES TO REPAIR OR REPLACE YOUR SIDE AIRBAG**

If you experienced a Reimbursable Deployment of a Side Airbag and incurred out-of-pocket expenses to have your vehicle's Side Airbag repaired or replaced, pursuant to the Settlement, you are eligible for reimbursement of the out-of-pocket expenses that you incurred to replace or repair your vehicle's Side Airbag. In order to obtain this benefit, you must:

- Fill out the Settlement Class Information (Section III) below;
- Sign the Verification at the end of the Claim Form;
- Submit documentation (in the form of receipts, work orders, repair orders or the like) providing proof of the amount of out-of-pocket expenses claimed, the work performed on your vehicle and who performed that work; and
- Submit documentation of any prior reimbursements or deductions from the out-of-pocket expenses claimed, including but not limited to any amounts paid by insurance, discounts given by the person who performed the work on your vehicle or "goodwill" or other credits from AHM or others; and return the completed Claim Form, by mail, no later than September 2, 2014.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HEATHER GUTIERREZ and CONNIE KAUPA,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

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

Defendant.

Case No. 5:09-cv-01517-JZ-OP

Judge Jack Zouhary

NOTICE OF PROPOSED  
CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.<sup>1</sup>

If you purchased or leased, new or used, one of the following vehicles,

(1) a 2003 Honda Accord Sedan or Coupe with Side Airbags and identified by VIN on the Settlement Website ([www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com));

(2) a 2004 Accord Sedan with Side Airbags manufactured before April 8, 2004 and identified by VIN on the Settlement Website ([www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com));

(3) a 2004 Accord Coupe with Side Airbags and identified by VIN on the Settlement Website ([www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com)); or

(4) a 2008 Accord Sedan manufactured before June 12, 2008 (the "Class Vehicles")

then you may be entitled to one of the benefits described below.

A judge has approved and authorized the mailing of this Notice to you because you are a potential member of the Settlement Class. This is not a solicitation from a lawyer.

The purpose of this Notice is to: (a) provide a brief description of the Litigation; (b) inform you of the proposed Settlement; and (c) discuss your rights and options as a member of the Settlement Class. All Settlement Class Members who do not elect to exclude themselves from the Settlement, will release American Honda Motor Co., Inc. ("AHM") and others from claims that were alleged or that could have been alleged in the Litigation ("Released Claims") and will be bound by the Settlement.

SUMMARY OF SETTLEMENT		
	<u>Deployment Class</u>	<u>Injunctive Class</u>
<b>Class Eligibility</b>	You may be a member of the Deployment Class if you purchased or leased, new or used, a Class Vehicle that experienced a Reimbursable Deployment of a Side Airbag and is identified by VIN on the Settlement Website ( <a href="http://www.sideairbagsettlement.com">www.sideairbagsettlement.com</a> ).	You may be a member of the Injunctive Class, if you purchased or leased, new or used, a 2008 Honda Accord Sedan, manufactured before June 12, 2008.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Class Action Settlement Agreement and Release ("Agreement") available at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com).

**SUMMARY OF SETTLEMENT** (continued)

	<u><b>Deployment Class</b></u>	<u><b>Injunctive Class</b></u>
<b>Class Benefits</b>	<p>Members of the Deployment Class are eligible to receive one of two benefits:</p> <ul style="list-style-type: none"> <li>• Reimbursement of all expenses incurred, but not previously reimbursed, to repair or replace the Side Airbag following a Reimbursable Deployment; or</li> <li>• Repair or replacement (at AHM's election) at no charge of a Side Airbag that experienced a Reimbursable Deployment <u>prior</u> to the Preliminary Approval Date but had not been previously repaired.</li> </ul>	<p>Members of the Injunctive Class who experience a Reimbursable Deployment of a Side Airbag are eligible to have the Side Airbag repaired or replaced (at AHM's election) at no charge provided that they present a claim for a Reimbursable Deployment to an Authorized Honda Dealer within two (2) years of the Effective Date.</p>
<b>Your Legal Options</b>	<ul style="list-style-type: none"> <li>• Participate in the Settlement;</li> <li>• Opt Out of the Settlement; or</li> <li>• Object to the Settlement.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in the Settlement;</li> <li>• Opt Out of the Settlement; or</li> <li>• Object to the Settlement.</li> </ul>
<b>What You Must Do To Participate In The Settlement</b>	<p>Submit a timely and valid Claim Form by <b>September 2, 2014</b> along with the required documentation supporting your claim. See Section 10(a) below for more information.</p>	<p>Nothing at this time. If you experience a Reimbursable Deployment within two (2) years of the Effective Date, you must take your vehicle to an Authorized Honda Dealer.</p>
<b>What You Must Do To Opt Out Of The Settlement</b>	<p>You must act by <b>September 2, 2014</b>. See Section 10(b) Below.</p>	<p>You must act by <b>September 2, 2014</b>. See Section 10(b) Below.</p>
<b>What You Must Do To Object To The Settlement</b>	<p>You must act by <b>September 2, 2014</b>. See Section 10(c) Below.</p>	<p>You must act by <b>September 2, 2014</b>. See Section 10(c) Below.</p>
<b>What You Must Do To Attend The Hearing On November 19, 2014</b>	<p>You must act by <b>October 10, 2014</b>. See Section 11 Below.</p>	<p>You must act by <b>October 10, 2014</b>. See Section 11 Below.</p>
<b>What Happens If You Do Nothing</b>	<p>If you do not sign and return a Claim Form, you will not be able to claim benefits under the Settlement, but you will be bound by the Court's judgment.</p>	<p>You are not required to take any action at this time. If you experience a Reimbursable Deployment within two (2) years of the Effective Date, you must take your vehicle to an Authorized Honda Dealer. If you do nothing, you will not receive any benefits and will be bound by the Court's judgment.</p>

1. **SETTLEMENT SCOPE:** Upon final approval of this Settlement, all claims asserted in Gutierrez, et al. v. American Honda Motor Co., Inc., Case No. 5:09-cv-01517-JZ-OP (C.D. Cal., filed Aug. 10, 2009) will be fully and finally resolved.



2. **NATURE OF THE LITIGATION:** Plaintiffs filed a complaint in the United States District Court for the Central District of California, alleging on behalf of themselves and a proposed class that AHM markets, distributes and sells vehicles allegedly equipped with a defective side airbag system in that the side airbags are purportedly prone to inadvertently deploying while the vehicle is being driven under normal conditions. Plaintiffs assert causes of action for violation of Cal. Bus. & Prof. Code § 17200, et seq. and Cal. Civ. Code § 1750, et seq.

AHM expressly denies the allegations in the Litigation and all claims asserted therein and specifically denies that it has engaged in any wrongdoing whatsoever, that the side airbags in Honda Accords are in any sense defective and that it has made any false or misleading statements whatsoever.

On February 13, 2014, the Hon. Jack Zouhary preliminarily approved a proposed Settlement of all of the claims in the Litigation, preliminarily certified the Settlement Classes described below and directed Notice as provided for in the Settlement.

3. **NOTICE:** This Notice informs members of the Settlement Class of the Litigation and the proposed Settlement and describes their rights, options and choices. This Notice and the Agreement in its entirety are posted on the Settlement Website at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com) and are also available from AHM. Other documents available on the website include the operative complaint filed in the Litigation, the papers that are or will be filed with the Court requesting preliminary and final approval of the Settlement described in this Notice, a copy of this Notice and a Claim Form.

4. **SETTLEMENT CLASSES:** The classes described below have been conditionally certified by the Court. If you are a member of the Settlement Class described in this Notice, the proposed Settlement will affect your legal rights.

**Injunctive Class:** All Persons in the United States and the District of Columbia who purchased or leased a new or used 2008 Accord Sedan manufactured before June 12, 2008.

Specifically excluded from the Injunctive Class are the following Persons:

- (i) Class Counsel;
- (ii) AHM; AHM's officers, directors and employees; the officers, directors and employees of AHM's affiliated companies; issuers of extended vehicle warranties; and
- (iii) The judges who have presided over this Litigation.

**Deployment Class:** All Persons in the United States and the District of Columbia who purchased or leased: (1) a 2003 Honda Accord Sedan or Coupe with Side Airbags for which the owner or lessee complained to AHM or an Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice Date; (2) a 2004 Accord Sedan with Side Airbags manufactured before April 8, 2004 which the owner or lessee complained to AHM or an Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice Date; (3) a 2004 Accord Coupe with Side Airbags which the owner or lessee complained to AHM or an Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice Date; and (4) a 2008 Accord Sedan manufactured before June 12, 2008 with Side Airbags for which the owner or lessee complained to AHM or an Authorized Honda Dealer about a Reimbursable Deployment of a Side Airbag and identified by VIN in an Exhibit that is to be filed with the Court prior to the Notice Date.

Specifically excluded from the Deployment Class are the following Persons:

- (i) Class Counsel;
- (ii) AHM; AHM's officers, directors and employees; the officers, directors and employees of AHM's affiliated companies; issuers of extended vehicle warranties; and
- (iii) The judges who have presided over this Litigation.

5. **CLASS COUNSEL:** The Court has appointed the following as counsel for the Injunctive Class and the Deployment Class:

Mike Arias, Esq.  
Alfredo Torrijos, Esq.  
Arias, Ozzello & Gignac, LLP  
6701 Center Drive West, 14th Floor  
Los Angeles, California 90045  
Telephone: (310) 670-1600  
Facsimile: (310) 670-1231  
E-mail: [marias@aogllp.com](mailto:marias@aogllp.com)  
[atorrijos@aogllp.com](mailto:atorrijos@aogllp.com)

Jordan S. Esensten, Esq.  
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Email: [jesensten@esenstenlaw.com](mailto:jesensten@esenstenlaw.com)

Brian D. Chase, Esq.  
Bisnar Chase  
One Newport Place  
1301 Dove Street, Suite 120  
Newport Beach, California 92660  
Telephone: (949) 752-2999  
Facsimile: (949) 752-2777  
E-mail: [bchase@bisnarchase.com](mailto:bchase@bisnarchase.com)

6. **AN EXPLANATION OF THE PROPOSED SETTLEMENT:** If the Court approves the proposed Settlement at the Final Approval Hearing and the Settlement becomes Final (in other words, no longer subject to appeal and therefore in effect (the date on which this occurs being the "Effective Date")), AHM will provide the following benefits to eligible members of the Injunctive Class and Deployment Class:

a. **The Deployment Class.** A member of the Deployment Class may be entitled to reimbursement of expenses incurred but not previously reimbursed to repair or replace a Side Airbag that experienced a Reimbursable Deployment. A member of the Deployment Class will not be entitled to reimbursement for any amounts for which he or she has been previously reimbursed in any manner whatsoever, including but not limited to, any amounts paid by insurance, discounts given by the Person who performed work on the Side Airbag and vehicle or "goodwill" or other credits from AHM or others.

A member of the Deployment Class who experienced a Reimbursable Deployment of a Side Airbag, but who has not yet had the Side Airbag repaired or replaced may be entitled to bring his or her vehicle to an Authorized Honda Dealer for repair or replacement (at AHM's election) at no charge.

To obtain reimbursement, you must timely submit a completed Claim Form on or before **September 2, 2014**. Depending upon your claim, you may also be required to submit documentation supporting your claim that you experienced a Reimbursable Deployment and the amount of out-of-pocket expenses you incurred to repair or replace the Side Airbag. If you do not already have such documentation, you may obtain such documents from the Authorized Honda Dealer or other automotive repair shop that repaired your vehicle. AHM reserves the right to audit all Claim Forms and to deny reimbursement, repair or

replacement if there is evidence that abuse or misuse of the vehicle caused the Side Airbag to deploy or that the vehicle otherwise did not experience a Reimbursable Deployment. The process for addressing any disputes regarding denial of reimbursement is set forth in the Settlement Agreement. **Please note that Claim Forms for reimbursement will not be processed until after the Effective Date, and reimbursement will not be provided until after the Effective Date. Claim Forms for members of the Deployment Class who have not yet had their Side Airbags repaired or replaced will be processed upon receipt so that the class members may present their vehicles to an Authorized Honda Dealer as soon as possible.**

b. **The Injunctive Class.** For two (2) years after the Effective Date and subject to the terms of the Settlement Agreement, AHM agrees to repair or replace (at AHM's election) the Side Airbag for members of the Injunctive Class who experience a Reimbursable Deployment of a Side Airbag, provided that the member of the Injunctive Class presents his or her vehicle to an Authorized Honda Dealer within the two (2) years of the Effective Date. AHM has the right to deny, in its discretion, repair or replacement to a member of the Injunctive Class if there is evidence that abuse or misuse of his or her vehicle caused the Side Airbag to deploy or that the vehicle otherwise did not experience a Reimbursable Deployment. The process for addressing any disputes regarding denial of repair is set forth in the Settlement Agreement. **Members of the Injunctive Class are encouraged to present their vehicles to an Authorized Honda Dealer as soon as possible after experiencing a Reimbursable Deployment.**

7. **CLASS COUNSEL'S FEES, EXPENSES AND NAMED PLAINTIFF INCENTIVE AWARDS:** Class Counsel will collectively request, as part of the final approval of the Settlement, that the Court approve a payment of up to \$1,180,000 in Attorneys' Fees and Expenses and an aggregate payment of \$15,000 to the class representatives in consideration for their participation and the time each devoted to this litigation. **These payments will not reduce the benefits that the Settlement Class may receive.**

8. **ADMINISTRATIVE COSTS:** All administrative costs of settlement, including the cost of notice, claims administration, cost of the Settlement Administrator, and any other costs of settlement shall be paid by AHM and will not reduce any potential benefits to the Settlement Class Members.

9. **RESULT IF COURT APPROVES SETTLEMENT:** If the Court approves the proposed Settlement, the Litigation will be dismissed, and AHM will provide the benefits described above to Settlement Class Members. After the Litigation is dismissed, no Settlement Class Member who did not request exclusion will be able to file his or her own lawsuit for recovery for any of the Released Claims.

10. **YOUR CHOICES:**

a. **Participate In The Settlement.** If the Court approves the Settlement, you will automatically become eligible to receive some or all of the benefits described above. If you are a member of the Deployment Class, you must timely complete and submit a Claim Form. If you are a member of the Injunctive Class, you need not do anything at this time. Unless you exclude yourself from the Settlement, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against AHM about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. A description of the "Released Claims," which explains exactly the legal claims that you give up if you do not exclude yourself from the Settlement, is set forth in the Settlement Agreement available at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com). If you wish to comment in favor of the proposed Settlement, you may mail your comment to SIDE AIRBAG SETTLEMENT c/o Class Administrator, P.O. Box 2718, Torrance, CA 90509, and your comment will be forwarded to Class Counsel and the Court. Alternatively, you may send your comments directly to any Class Counsel at the addresses listed in Paragraph 5.

b. **Exclude Yourself From The Settlement.** If you are a member of the Settlement Class and wish to be excluded from the Settlement, you must mail an Opt Out request, postage prepaid, postmarked no later than **September 2, 2014** to the following address: SIDE AIRBAG SETTLEMENT c/o Class Administrator, P.O. Box 2718, Torrance, CA 90509. A request to exclude yourself from the Settlement must include (i) your name, address, telephone number, (ii) the model year and VIN of your Accord, and (iii) a

signed statement indicating your wish to be excluded from the Settlement Class. If you do not timely submit an Opt Out request including all of the above information, you will be bound by the Settlement and all of your claims for any of the Released Claims will be released. If you validly and timely request exclusion from the Settlement Class, you will not be bound by the Final Order and Judgment entered in this Litigation. Excluding yourself means you cannot receive any of the benefits of the Settlement or comment upon the Settlement, but you will be able to file a lawsuit on your own behalf. If you have any questions concerning these procedures, please contact Class Counsel.

c. **Filing Written Objections.** If you are a member of the Settlement Class and you do not Opt Out, you may object to the terms of the Settlement, the Attorneys' Fees and Expenses, and/or the incentive awards to the class representatives. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit, and you will be bound by the Final Order and Judgment entered in this Litigation. You may, but need not, enter an appearance through counsel of your choice. If you do retain counsel, however, you will be responsible for your own counsel's fees and costs, and in any event, AHM will bear no responsibility for such fees and costs. If you object to the Settlement, you or your counsel must on or before **September 2, 2014** file with the Court and serve on Class Counsel and AHM (to the respective addresses listed on this Notice) a written objection including: (i) your name, address and telephone number and, if represented by counsel, of your counsel; (ii) the model year and VIN of your vehicle; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs or other documents upon which the objection is based; (v) a statement of whether you intend to appear at the Final Approval Hearing; and (vi) if you intend to appear at the Final Approval Hearing through counsel, the objection must also identify the attorney(s) who is representing you and who will appear at the Final Approval Hearing. In addition, any Settlement Class Member who intends to appear and address the Court at the Final Approval Hearing (including through counsel) must on or before **October 10, 2014** file with the Clerk of the Court a notice of appearance and, if necessary, a *pro hac vice* application. The address for filing any documents with the Court is George E. Brown, Jr. Federal Building and United States Courthouse, 3470 Twelfth Street, Riverside, CA 92501-3801. **Settlement Class Members who do not timely make their objections in accordance with the procedures set forth above waive all objections and may not be heard at the Final Approval Hearing or have the right to appeal approval of the Settlement.** If you have any questions concerning these procedures, please contact any Class Counsel.

11. **FINAL APPROVAL HEARING:** A hearing will be held at the Ninth Circuit Court of Appeals, Richard H. Chambers Courthouse, 125 South Grand Avenue, Pasadena, California 91105 on November 19, 2014 at 9:00 a.m., Judge Jack Zouhary presiding. At the Final Approval Hearing, the Court will decide whether the proposed Settlement is fair, reasonable and adequate and should be approved and, if so, approve the Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards. The time, date and location of this Final Approval Hearing may be changed by the Court without further notice to you. Any member of the Settlement Class may attend the Final Approval Hearing. Any member of the Settlement Class who does not request exclusion may also enter an appearance through counsel, but all fees and costs of such counsel are the responsibility of the member of the Settlement Class. If you wish to attend or have your attorney attend the hearing on your behalf, you may do so, but if you or your attorney would like to address the Court during the hearing, you must follow the procedures set forth in Paragraph 10(c) above. If you plan to attend the hearing, you should confirm its time, date and location. Any updates or changes on the time, date or location of this hearing will be posted on the Settlement Website at [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com).

12. **ADDITIONAL INFORMATION:** For additional information, you may call 1-888-888-3082 or visit [www.SideAirbagSettlement.com](http://www.SideAirbagSettlement.com).

**Please do not call or write the Court or the Office of the Clerk except as directed by this Notice.**