

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO

LOGAN and ANITA LOCKABEY, et al., as individuals  
and on behalf of all others similarly situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO., INC.,

Defendant.

Case No. 37-2010-00087755-CU-BT-CTL

**CLASS ACTION SETTLEMENT NOTICE**

I/C Judge      Hon. Timothy B. Taylor  
Dept.            72  
                     Hall of Justice  
                     330 West Broadway  
                     San Diego, California 92101

**The proposed settlement described in this Notice supersedes the prior proposed settlement in *John True, et al. v. American Honda Motor Co., Inc.*, Case No. 5:07-cv-287-VAP-OP (C.D. Cal.), which was described in a notice mailed in October 2009. Please disregard the prior notice.**

**PLEASE READ THIS NOTICE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.** If you purchased or leased a Honda Civic Hybrid (“HCH”) model year 2003 through 2009, you are a member of the Settlement Class described below (“Settlement Class Member”) as a result of a proposed settlement of lawsuits identified in Paragraph 1 below (the “Lawsuits”).<sup>1</sup> You may be entitled to a cash payment and other benefits. A judge has approved and authorized the mailing of this Notice to you. This is not a solicitation from a lawyer.

If the Court gives final approval to the proposed settlement at the Final Approval Hearing scheduled to be held on March 16, 2012, at 10:00 a.m. and enters a Final Order and Judgment that becomes in all respects “Final,” you may be entitled to direct compensation. You must, however, submit your properly-completed Claim Form to the Settlement Administrator during the applicable Claims Period. All Settlement Class Members who elect to file a claim, and all others who decline to file a claim but who do not elect to exclude themselves from the settlement by following the procedures set forth herein, will release American Honda Motor Co., Inc. (“AHM”) and others from claims that were alleged or that could have been alleged in the Lawsuits (“Released Claims”). The judgment will bind all Settlement Class Members who do not request exclusion. You can receive more information about the details of this settlement by going to the HCH Settlement Website or by contacting the Settlement Administrator at **1-877-465-4797**.

<b>FREQUENTLY ASKED QUESTIONS</b>	
<b>AM I A MEMBER OF THE SETTLEMENT CLASS?</b>	Yes, if you purchased or leased, other than for purposes of resale or distribution, a Honda Civic Hybrid (HCH) model years 2003 through 2009. See Paragraph 4 below.
<b>HOW DO I PARTICIPATE IN THE SETTLEMENT?</b>	Settlement Class Members must complete and submit a Claim Form to receive the monetary benefits under the settlement. Other settlement benefits, such as warranty extensions for those who are eligible, do not require you to do anything. <b>Claim Forms will not be processed until after the Effective Date, and monetary compensation and rebate certificates will not be issued until after the Effective Date.</b>
<b>HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?</b>	You may not participate in the settlement if you choose to exclude yourself. The Court will exclude you from the Settlement Class if you timely request it in accordance with the procedures set forth below, but you need to do so by <b>February 11, 2012</b> .
<b>HOW DO I OBJECT TO OR COMMENT UPON THE SETTLEMENT?</b>	If you wish to object to or comment on any part of this settlement, you must follow the instructions set forth below and file your objection with the Court and serve it on the counsel listed below by <b>February 11, 2012</b> .

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

<p><b>MAY I ATTEND THE HEARING?</b></p>	<p>Any member of the Settlement Class may attend the hearing. Any member of the Settlement Class who does not request exclusion may also enter an appearance through counsel. 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 below.</p>
<p><b>WHAT HAPPENS IF I DO NOT SUBMIT A CLAIM FORM?</b></p>	<p>If you do not sign and return a Claim Form, you will not be able to claim a cash payment, a vehicle purchase rebate, or certain other benefits. Subclass members entitled to a warranty extension will automatically receive it once the settlement becomes Final. See below for more details.</p>

1. **SETTLEMENT SCOPE:** Upon final approval, the claims in the following Lawsuits will be resolved:

- a. *True, et al. v. American Honda Motor Co., Inc.*, Case No. 5:07-cv-287-VAP-OP (C.D. Cal.);
- b. *Lockabey, et al. v. American Honda Motor Co., Inc.*, Case No. 37-2010-887755-CU-BT-CTL (San Diego Cty. Super Ct.);
- c. *Gibble v. American Honda Motor Co., Inc.*, Case No. 2:10-cv-6148-VAP-OP (C.D. Cal.);
- d. *Stouch, et al., v. American Honda Motor Co., Inc.*, Case No. 2:10-cv-6236-VAP-OP (C.D. Cal.); and
- e. *Thieben v. American Honda Motor Co., Inc.*, Case No. BC 441424 (Los Angeles Cty. Super. Ct.).

2. **NATURE OF THE LAWSUITS:** On March 9, 2007, John True filed a lawsuit in the United States District Court for the Central District of California against AHM on behalf of himself and a proposed class of purchasers and lessees of Honda Civic Hybrid (“HCH”) vehicles (“*True* Lawsuit”), alleging generally that the fuel economy estimates AHM advertised for the HCH could not be achieved under normal driving conditions. An Amended Complaint was later filed adding Named Plaintiff Gonzalo Delgado.

On August 27, 2009, the court in the *True* Lawsuit preliminarily approved a settlement and authorized notice of that settlement to be sent to the proposed settlement class (“*True* Settlement”). On February 26, 2010, however, the court in *True* declined to grant final approval of the *True* Settlement.

On March 15, 2010, Named Plaintiffs Logan and Anita Lockabey filed a lawsuit in the California Superior Court for the County of San Diego against AHM on behalf of themselves and a California Class of HCH purchasers and lessees alleging similar claims to those asserted in the *True* Lawsuit (“*Lockabey* Lawsuit”). On July 13, 2010, Plaintiff Kevin Thieben filed a lawsuit in Los Angeles County Superior Court against AHM on behalf of himself and a California Class of HCH purchasers also alleging similar claims to those alleged in the *True* and *Lockabey* Lawsuits.

In or around July 2010, AHM notified owners of model year 2006–2008 HCHs of a software update to the Integrated Motor Assist (“IMA”) battery system (“Software Update”). On August 18, 2010 and August 20, 2010, Plaintiffs Gary Stouch, Branka Krsul, Roy Sherrid, and Ronda Gibble filed lawsuits against AHM on behalf of themselves, a proposed class of model year 2003–2008 HCH owners, and a subclass of model year 2006–2008 HCH owners (“*Stouch* and *Gibble* Lawsuits”) alleging claims similar to those asserted in the *True* and *Lockabey* Lawsuits, and further alleging that the Software Update negatively impacted the fuel economy and performance of their HCHs. In the *Lockabey* Lawsuit, an Amended Complaint was later filed adding Named Plaintiff Tomas Castrejon and claims on behalf of a subclass of model year 2006–2008 HCH owners and lessees pertaining to the Software Update. The *Thieben* Lawsuit was also later amended to add claims pertaining to the Software Update.

AHM expressly denies the allegations in the Lawsuits, denies that it has engaged in any wrongdoing, and specifically denies the claims described above and asserted in the Lawsuits.

On October 3, 2011, San Diego County Superior Court Judge Timothy B. Taylor preliminarily approved a proposed settlement of all of the claims in all of the Lawsuits, preliminarily certified a Settlement Class and Subclass and directed this Notice to be sent to all Settlement Class and Subclass members.

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

4. **SETTLEMENT CLASSES:** The Settlement Class and Subclass 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. The Settlement Class and Subclass are defined as:

**Settlement Class:** All persons in the United States and/or the District of Columbia who purchased or leased other than for purposes of resale or distribution a Honda Civic Hybrid model years 2003 through 2009.

**Settlement Subclass:** A Subclass defined as all persons in the United States and/or the District of Columbia who purchased or leased other than for purposes of resale or distribution a Honda Civic Hybrid model year 2006, 2007 or 2008.

The Settlement Class and Subclass shall include all original purchasers and lessees as well as any subsequent purchasers or lessees who purchased or leased a Class Vehicle on or before the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following persons:

- (i) AHM and its subsidiaries and affiliates, employees, officers, directors, agents, and representatives and their family members;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Lawsuits; and
- (iv) All persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

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

Nicholas E. Chemicles, Esq.  
Alison G. Gushue, Esq.  
**CHIMICLES & TIKELLIS LLP**  
361 West Lancaster Avenue  
Haverford, Pennsylvania 19041

Jonathan W. Cuneo, Esq.  
William H. Anderson, Esq.  
**CUNEO GILBERT & LaDUCA LLP**  
507 C Street, N.E.  
Washington, D.C. 20002

Alan M. Mansfield, Esq.  
**CONSUMER LAW GROUP OF CALIFORNIA**  
10200 Willow Creek Road, Suite 160  
San Diego, California 92131

James R. Hail, Esq.  
**DOYLE LOWTHER LLP**  
10200 Willow Creek Road, Suite 150  
San Diego, California 92131

Michael E. Lindsey, Esq.  
**LAW OFFICES OF MICHAEL E. LINDSEY**  
4455 Morena Boulevard, Suite 207  
San Diego, California 92117

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 Settlement Class and Subclass members:

- a. **Cash Payments.** All members of the Settlement Class who are dissatisfied with the fuel economy they have achieved in their HCHs will be entitled to receive a cash payment of \$100. Settlement Class Members who are satisfied with the fuel economy they have achieved in their vehicles are not entitled to the \$100 cash payment. Subclass members who are dissatisfied with the performance of the hybrid battery in their HCH or the July 2010 Software Update will be eligible to receive an additional \$100. Subclass members who are satisfied with the hybrid battery performance and the Software Update are not eligible to receive the additional \$100.

To obtain one or both of the cash payments, eligible Settlement Class Members must timely submit a completed Claim Form to the Settlement Administrator on or before the Claim Form deadline which will be six months from the Effective Date. The Claim Form deadline will be no sooner than October 15, 2012, but may be later. The Effective Date, once known, will be posted on [www.hchsettlement.com](http://www.hchsettlement.com). **Please note that Claim Forms will not be processed until after the Effective Date, and monetary compensation and rebate certificates will not be issued until after the Effective Date.**

- b. **Rebate Certificates.** In addition to the cash payment, all Settlement Class Members will be entitled to request a rebate certificate entitling them to Option A or Option B (described below). In addition, Subclass members will be entitled to request an additional rebate certificate under Option B, for a total of two (2) rebate certificates.

**OPTION A REBATE CERTIFICATE:** Eligible Settlement Class Members are entitled to a \$1,000 rebate on the purchase or lease of a new Honda or Acura vehicle from an authorized Honda dealer after the Effective Date and before the date of expiration on the Option A Rebate Certificate (“Redemption Period”). The Option A Rebate Certificate will be redeemable by mail through the Settlement Administrator within 12 months of the date of issuance. To be eligible for the \$1,000 rebate identified in the Option A Rebate Certificate, the Settlement Class Member must (1) sell or trade his or her HCH in a bona fide arm’s length transaction and (2) purchase or lease a new Honda or Acura vehicle from an authorized Honda dealer during the Redemption Period. The Option A Rebate Certificate is nontransferable and may only be redeemed by the Settlement Class Member on or before the expiration date on the face of the certificate.

To obtain an Option A Rebate Certificate, the Settlement Class Member must submit a completed Claim Form to the Settlement Administrator within six months following the Effective Date. The Settlement Administrator will retain prematurely-filed claims for Option A Rebate Certificates, but Claim Forms will not be processed until after the Effective Date. To redeem an Option A Rebate Certificate, the Settlement Class Member must submit to the Settlement Administrator on or before the certificate’s expiration date (1) the Option A Rebate Certificate and (2) proof of sale or trade of the Settlement Class Member’s HCH as well as proof of purchase or lease of a new Honda or Acura Vehicle from an authorized Honda dealer during the Redemption Period. Only one Option A Rebate Certificate may be redeemed by a Settlement Class Member.

**OPTION B REBATE CERTIFICATE:** In the alternative to the Option A Rebate Certificate, Settlement Class Members are entitled to claim a \$500 rebate on the purchase or lease of a new Honda or Acura vehicle from an authorized Honda dealership after the Effective Date and before the date of expiration on the Option B Rebate Certificate (“Redemption Period”). The Option B Rebate Certificate will be redeemable by mail through the Settlement Administrator within 12 months of the date of issuance. Option B Rebate Certificates are fully transferable and saleable by Settlement Class Members only and can be redeemed by any transferee subject to the same terms as the Settlement Class Member, provided that transferees may redeem only one (1) certificate.<sup>2</sup> An Option B Rebate Certificate can only be transferred once. The Settlement Class Member need not sell or trade his or her HCH to claim or redeem his or her \$500 Option B Rebate Certificate. Option B Rebate Certificates must be redeemed on or before the expiration date on the face of the Option B Rebate Certificate.

To obtain an Option B Rebate Certificate, the Settlement Class Member must submit a completed Claim Form to the Settlement Administrator on or before the Claim Form deadline which will be six months from the Effective Date. The Claim Form deadline will be no sooner than October 15, 2012, but may be later. The Effective Date, once known, will be posted on [www.hchsettlement.com](http://www.hchsettlement.com). Claim Forms will not be processed until after the Effective Date. To redeem the Option B Rebate Certificate, the Settlement Class Member (or his or her transferee) must submit to the Settlement Administrator the Option B Rebate Certificate and proof of purchase or lease of a new Honda or Acura Vehicle from an authorized Honda dealer during the Redemption Period on or before the expiration date on the face of the Option B Rebate Certificate. Only one Option B Rebate Certificate may be redeemed by a Settlement Class Member or transferee unless the Settlement Class Member is also a Subclass member (as discussed below).

**ADDITIONAL OPTION B REBATE CERTIFICATE AVAILABLE TO SUBCLASS MEMBERS:** Subclass members can also receive an additional fully-transferable \$500 Option B Rebate Certificate pursuant to the same terms and conditions as the other Option B Rebate Certificates, which can be combined with either an Option A Rebate Certificate or another Option B Rebate Certificate pursuant to the same terms set forth above. Subclass members claiming more than one Option B Certificate may not transfer both certificates to the same transferee.

**IMPORTANT: DO NOT PURCHASE OR LEASE A NEW CAR IN RELIANCE ON ANY OF THE CASH REBATES DESCRIBED ABOVE UNTIL THE SETTLEMENT HAS BEEN GRANTED FINAL APPROVAL BY THE COURT, IS NO LONGER SUBJECT TO APPEAL, AND THE REBATES BECOME AVAILABLE.**

**NO REBATE CERTIFICATES WILL ISSUE PRIOR TO THE EFFECTIVE DATE.**

<sup>2</sup> Option B Rebate Certificates can be transferred via gift or sale to any other person, who may then redeem (but not re-sell or transfer) them in accordance with the terms and conditions described in this Notice and on the Rebate Certificate itself. The method used by a Settlement Class Member to transfer an Option B Rebate Certificate and the terms pursuant to which such a transfer occurs are entirely at the discretion of the Settlement Class Member. Any transaction or attempted transaction by the Settlement Class Member is undertaken solely at his or her own risk and cost. There is no assurance that can be given with respect to the likely development of a market for transferable Rebate Certificates or the amount that will be paid by a willing buyer for such Rebate Certificates, either in full or as a percentage of face amount.

- c. **Warranty Extension:** As of the Effective Date, Settlement Class Members with model year 2003-2008 HCHs will automatically receive an extension of the written warranty for the IMA battery system in their vehicles identical to the terms of the original written warranty that came with the vehicle. The length of the warranty extension will be for 12,000 additional miles or 12 additional months, whichever comes first (“Extended Warranty Period”). If a Settlement Class Member’s IMA battery was replaced at the Settlement Class Member’s expense within the first of 12 months or 12,000 miles after the expiration of the original written warranty that would otherwise have covered the replacement but for the warranty’s expiration, the Settlement Class Member will be entitled to reimbursement for the full cost of parts and labor as if the Extended Warranty Period had been in effect when the replacement took place. To obtain reimbursement for an IMA battery replacement that would have been covered during the original warranty period, the Settlement Class Member must submit a Claim Form along with appropriate documentation including proof of prior payment.
- d. **Fuel Economy Video:** AHM will produce a video on how Settlement Class Members can drive and maintain their HCHs in order to maximize and optimize their fuel economy. This video will be available online for viewing at [www.hchsettlement.com](http://www.hchsettlement.com) on the Fuel Economy Video tab. Settlement Class Members may also request a DVD copy of the Fuel Economy Video on the Claim Form.
- e. **Dispute Resolution Program for Subclass Members:** In lieu of obtaining the additional \$100 cash payment and the additional \$500 Option B Rebate Certificate, Subclass members who (a) received the Software Update and (b) are dissatisfied with the post-Software Update performance of their HCHs are eligible to participate in a binding dispute resolution program (“ADR”) administered by Judicial Arbitration and Mediation Services (“JAMS”). Subclass members selecting ADR may still claim one (1) \$100 cash payment and one rebate certificate described above (either an Option A Rebate Certificate or an Option B Rebate Certificate) if they are dissatisfied with the fuel economy they attained in their HCHs, but will not receive the additional \$100 cash payment and the additional \$500 Option B Rebate Certificate. **Subclass members choosing this option will be required to pay \$250 towards JAMS’ mediation fees, but all other fees due to JAMS will be paid by AHM.**

In order to become eligible for ADR, the Subclass member shall submit a properly-completed Claim Form to the Settlement Administrator on or before the Claim Form deadline which will be six months from the Effective Date. The Claim Form deadline will be no sooner than October 15, 2012, but may be later. The Effective Date, once known, will be posted on [www.hchsettlement.com](http://www.hchsettlement.com). After the Effective Date, Subclass members electing ADR will be contacted by AHM to initiate informal discussions that may lead to resolution of the Subclass member’s complaints. If the Subclass member remains dissatisfied after 75 days, he or she may contact JAMS to begin the formal ADR process. Subclass members may choose to retain counsel during the ADR process at their own expense, the fees of whom are not reimbursable through the ADR process.

7. **CLASS COUNSEL’S FEES, EXPENSES AND NAMED PLAINTIFF INCENTIVE AWARDS:** Class Counsel will collectively request, as part of the final approval of this settlement, the Court approve a payment of up to \$8.474 million total in attorneys’ fees and reimbursement of expenses (“Attorneys’ Fee Award”). Class Counsel will also ask the Court to approve a \$12,500 incentive award to Named Plaintiff John True, a \$10,000 incentive award to Named Plaintiff Gonzalo Delgado, and \$5,000 incentive awards for the Named Plaintiffs in the *Lockabey*, *Thieben*, *Stouch* and *Gibble* Lawsuits (the “Plaintiffs’ Incentive Awards”). ***None of these payments will reduce the benefits you receive.***
8. **RESULT IF COURT APPROVES SETTLEMENT:** If the Court approves the proposed settlement, the Lawsuits will be dismissed, and AHM will provide the benefits described above to the Settlement Class Members who have not excluded themselves from the Settlement Class. After the Lawsuits are 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. If you want to bring your own lawsuit, you must exclude yourself from this settlement.
9. **YOUR CHOICES:** As a Settlement Class Member, you have the following 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 wish to claim a cash payment, vehicle purchase rebate, IMA battery reimbursement, request a Fuel Economy DVD, or elect ADR, you must timely complete and submit a Claim Form to the Settlement Administrator. You need not do anything to receive the Extended Warranty. If you wish to comment in favor of the proposed settlement, you may mail your comment to the Settlement Administrator at P.O. Box 2566, Faribault, MN 55021-9566, who will forward your comments to Class Counsel, AHM, and the Court. Alternatively, you may send your comments directly to any Class Counsel.

b. **Exclude Yourself From The Settlement.** If you wish to be excluded from the Settlement Class, you must mail an Opt-Out request to the Settlement Administrator, postage prepaid, postmarked no later than **February 11, 2012** to the following address: **Settlement Administrator, P.O. Box 2566, Faribault, MN 55021-9566**. A request to exclude yourself from the settlement must include (i) your name, address, and telephone number, (ii) the model year and VIN of your HCH, and (iii) a signed statement indicating your wish to be excluded from the HCH 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 Lawsuit. Excluding yourself means you cannot receive any of the settlement benefits 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 the Settlement Administrator or Class Counsel.<sup>3</sup>

c. **Filing Written Objections.** If you are a member of the Settlement Class and you do not wish to be excluded, you may object to the terms of the settlement, the Attorneys' Fee Award, or to Plaintiffs' Incentive Awards. 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 Lawsuit. 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. If you object to the settlement you or your counsel must, on or before **February 11, 2012** file with the Court and serve on Class Counsel at the above addresses a written objection including: (i) your full name, address and telephone number; (ii) the model year and VIN of your HCH; (iii) a written statement of all grounds for the objection accompanied by any legal support for your objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of any persons who will be called by either you or your counsel to testify in support of the objection; (vi) a statement of whether either you or your counsel intend to appear at the Final Approval Hearing; and (vii) your signature, even if you are also represented by counsel. If you intend to appear at the Final Approval Hearing through counsel, the objection must also state the identity of all attorneys representing you 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 through counsel must, on or before **February 11, 2012** 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: Hall of Justice, 330 West Broadway, Department 72, San Diego, California 92101. 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.

10. **FINAL APPROVAL HEARING:** A hearing will be held before the San Diego County Superior Court, Hall of Justice, 330 West Broadway, Department 72, San Diego, California 92101 on March 16, 2012, at 10:00 a.m., ("Final Approval Hearing"), Judge Timothy B. Taylor 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' Fee Award 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. 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 HCH Settlement Website: [www.hchsettlement.com](http://www.hchsettlement.com).

11. **ADDITIONAL INFORMATION:** For additional information, you may contact the Settlement Administrator by writing to the address or calling the toll-free number listed below. The Settlement Administrator is not an affiliate of any party to the Lawsuits. Alternatively, you can visit the HCH Settlement Website.

- Visit the HCH Settlement Website at [www.hchsettlement.com](http://www.hchsettlement.com)
- Call the Settlement Administrator, toll free: 1-877-465-4797
- Write to: Settlement Administrator  
P.O. Box 2566  
Faribault, MN 55021-9566

**Please do not call or write the Court or the Office of the Clerk.**

BY ORDER OF THE COURT

Dated: October 3, 2011

The Hon. Timothy B. Taylor

<sup>3</sup> PLEASE NOTE: If you filed a request for exclusion from the *True* settlement, that request will NOT be operative for this settlement.