

#### UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

	<u>)</u>
IN RE AMERICAN HONDA	)
MOTORS CO., INC. OIL FILTER	) MDL Docket No.: 06-1737 (CAS)
PRODUCTS LIABILITY	)
LITIGATION	)
	) Lead Case CV 06-01305
This Document Relates To:	)
All Actions	
	_)

## NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION AND SETTLEMENT FAIRNESS HEARING

If You Own(ed) or Lease(d) a 2002-2006 model year Honda CR-V or a 2003-2006 model year Honda Element Please Read This Legal Notice Carefully, Your Legal Rights Could Be Affected

The United States District Court For the Central District of California, Western Division (the "Court"), preliminarily has approved a proposed settlement ("Settlement") of a class action lawsuit that may affect your rights. The case is In re American Honda Motor Co., Inc., Oil Filter Products Liability, MDL 06-01737 (CAS) (the "Action"). The Court has scheduled a hearing for final approval of the proposed Settlement ("Settlement Fairness Hearing"). Benefits for members of the settlement class only will be made available if the Court grants final approval.

The proposed Settlement involves the following "Settlement Class":

All residents of the United States, District of Columbia, Commonwealth of Puerto Rico, U.S. Virgin Islands, and Guam who Purchase(d) or lease(d) one or more of the vehicles listed below (the "Class Vehicles"):

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

The "Settlement Class" also includes the following subclass ("Vehicle Fire Class"):

(i) All members of the Settlement Class who experience(d) an under hood oil-fed engine fire in a Class Vehicle during the following Time Period:

CAR	CAR MODEL YEAR	TIME PERIOD
Honda CR-V	2002	Vehicle Purchase/Lease date through December 31, 2009
Honda CR-V	2003	Vehicle Purchase/Lease date through December 31, 2010
Honda CR-V	2004	Vehicle Purchase/Lease date through December 31, 2011
Honda CR-V	2005	Vehicle Purchase/Lease date through December 31, 2012
Honda CR-V	2006	Vehicle Purchase/Lease date through December 31, 2013
Honda Element	2003	Vehicle Purchase/Lease date through December 31, 2010
Honda Element	2004	Vehicle Purchase/Lease date through December 31, 2011
Honda Element	2005	Vehicle Purchase/Lease date through December 31, 2012
Honda Element	2006	Vehicle Purchase/Lease date through December 31, 2013

and

(ii) Incur(red) "Uninsured or Unreimbursed Losses" as a result of an under hood oil-fed engine fire in the Class Vehicle during the Time Period. "Uninsured or Unreimbursed Losses" means actual expenses incurred by owners or lessees of the Class Vehicles, such as insurance deductible payments, the loss of personal property in a Class Vehicle fire, or damage to buildings or other property caused by the Class Vehicle fire. "Uninsured or Unreimbursed Losses" do not include any claims for personal injury, claimed "diminished value" of the Class Vehicles, or perceived underpayment – whether as the result of a sale, transfer or reimbursement – for the value of the Class Vehicle following a Class Vehicle fire.

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, or may have owned or leased, 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?

Plaintiffs allege that Honda defectively designed the engine in the Class Vehicles by: (a) locating the oil filter on the same side as, and in very close proximity to, the exhaust manifold; and (b) orienting the oil filter in a vertical, rather than horizontal plane to the exhaust manifold, thereby creating a situation where engine oil leaking from the oil filter could spray in a vertical plane directly onto the hot exhaust manifold and system, and may cause an under hood oil-fed engine fire ("Oil Filter Condition").

Honda denies any wrongdoing, denies Plaintiffs' claim that the engine in the Class Vehicles has any design defect, and denies all liability for any claim Plaintiffs assert.

#### Why Is There A Proposed Settlement?

The Parties have litigated this Action for over three years. Class Counsel has conducted a substantial investigation of the law and facts relating to the allegations in the Action. Additionally, Class Counsel engaged engineering experts who reviewed, analyzed, and assessed issues relating to the design of the engine in Class Vehicles. Additionally, Class Counsel analyzed voluminous documents produced by Honda.

After a thorough analysis of the facts and law, the Parties engaged in extended negotiations during multiple days of mediation under the supervision of retired United States District Court Judge Dickran Tevrizian. As a result of the extensive mediation effort, the Parties executed a proposed Settlement Agreement and Limited Release dated March 6, 2009 (the "Settlement Agreement"). The terms of the Settlement Agreement are briefly summarized below. The Settlement Agreement and related documents and exhibits are available for public inspection in the office of the Clerk of the Court, which is in the United States District Courthouse located at 312 N. Spring Street, Los Angeles, California 90012.

Plaintiffs, Honda and their respective counsel believe that the proposed Settlement is a fair and reasonable resolution of this Action and is in the best interests of members in the Settlement Class. In deciding this, they considered the substantial benefits that members of the Settlement Class will obtain from the proposed Settlement. These benefits were balanced against numerous risks, including but not limited to the risk that: Plaintiffs may not win at trial, any favorable award could be reversed in post-trial motions, and any favorable judgment could be reversed on appeal, or at least delayed during an appeals period that is expected to last several years.

#### Who Are Members Of The Settlement Class?

Residents of the United States, District of Columbia, Commonwealth of Puerto Rico, U.S. Virgin Islands and Guam who purchase(d) or lease(d) a Class Vehicle. The Settlement Class does **not** include: (a) Honda and its subsidiaries, affiliates, officers, directors and employees; (b) persons who previously have filed separate, non-class legal

actions against Honda asserting claims relating to or in any way arising out of an oil-fed engine fire in a Class Vehicle and either have recovered money or obtained other relief by way of judgment, settlement, or other financial resolution, or have had such action resolved against them by judgment or by dismissal with prejudice; (c) all entities or individuals, including but not limited to insurers of the Class Vehicles, claiming to be subrogated to the rights of members of the Settlement Class who own or have owned Class Vehicles; (d) all issuers of extended vehicle warranties for the Class Vehicles; (e) persons who validly and timely request exclusion from the Settlement class, and (f) the Judge to whom this case is assigned and any member of the Judge's immediate family.

The Settlement Class also includes a subclass ("Vehicle Fire Class") consisting of individuals who (a) purchase(d) or lease(d) a Class Vehicle, (b) experience(d) an under hood oil fed engine fire in the Class Vehicle during the "Time Period" (defined below), and (c) incur(red) "Uninsured or Unreimbursed Losses." The Time Period is as follows:

CAR	CAR MODEL YEAR	TIME PERIOD / FUND EXPIRATION DATE
Honda CR-V	2002	Vehicle Purchase/Lease date through December 31, 2009 (Claims must be postmarked by January 31, 2010)
Honda CR-V	2003	Vehicle Purchase/Lease date through December 31, 2010 (Claims must be postmarked by January 31, 2011)
Honda CR-V	2004	Vehicle Purchase/Lease date through December 31, 2011 (Claims must be postmarked by January 31, 2012)
Honda CR-V	2005	Vehicle Purchase/Lease date through December 31, 2012 (Claims must be postmarked by January 31, 2013)
Honda CR-V	2006	Vehicle Purchase/Lease date through December 31, 2013 (Claims must be postmarked by January 31, 2014)
Honda Element	2003	Vehicle Purchase/Lease date through December 31, 2010 (Claims must be postmarked by January 31, 2011)
Honda Element	2004	Vehicle Purchase/Lease date through December 31, 2011 (Claims must be postmarked by January 31, 2012)
Honda Element	2005	Vehicle Purchase/Lease date through December 31, 2012 (Claims must be postmarked by January 31, 2013)

CAR	CAR MODEL YEAR	TIME PERIOD / FUND EXPIRATION DATE
Honda Element	2006	Vehicle Purchase/Lease date through December 31, 2013 (Claims must be postmarked by January 31, 2014)

#### What Does The Proposed Settlement Provide?

If the Court grants final approval of the proposed Settlement, Honda will deposit \$500,000 into an interest bearing escrow account (the "Fund"). The Fund will be replenished by Honda on a monthly basis (or more frequently, as needed) to ensure the Fund balance is maintained at or near \$500,000 during the Time Period to pay for Uninsured or Unreimbursed Losses. The Fund will be available to compensate (i) the Vehicle Fire Class, and/or (ii) any occupant of a Class Vehicle in the Vehicle Fire Class at the time of a Class Vehicle fire for any Uninsured or Unreimbursed Loss that is determined to be caused by the Oil Filter Condition. The Fund is not available to compensate Vehicle Fire Class members whose Class Vehicle experiences a fire as a result of or contemporaneous with a motor vehicle collision.

For under hood oil-fed engine fires that occur after the Fund's establishment, claimants must demonstrate that the Class Vehicle had a genuine Honda oil filter or aftermarket filter of a similar design at the time of the under hood oil-fed engine fire.

In addition, as part of the proposed settlement, Honda has enclosed with this notice a paper insert for the Owner's Manual for the Class Vehicles in the Settlement Class that reminds owners and lessees of Class Vehicles about proper oil change procedures, which if followed, will significantly reduce the likelihood of under hood oil-fed engine fires.

#### What Claims are Released?

If the proposed Settlement is approved, Plaintiffs and all members of the Settlement Class will release all of the "Released Claims" as defined in the Settlement Agreement on file with the Court. In summary, Released Claims means all claims, demands, rights, liabilities and causes of action relating to the Oil Filter Condition in the Class Vehicles whatsoever, and all causes of action asserted in the Action, including all claims that were or could have been brought in the Action, whether known or unknown, matured or not matured, whether at law or in equity, whether before a local, state or federal court, tribunal, administrative agency or commission, and whether now liquidated or not liquidated, whether or not concealed or hidden, asserted or that might have been asserted, including under any federal, state or local consumer protection statute or administrative rule or regulation, or under any other state or federal statute, rules, or regulations, by any Plaintiff or members of the Settlement Class (together with their predecessors, successors, representatives, parents, subsidiaries and affiliates, and the heirs, executors, administrators, successors and assignees) against Honda or the Released Parties (as defined in the Settlement Agreement on file with the Court), arising

out of, based upon, or related to the subject matter of the Action, including any and all claims arising out of, based upon or related to the Settlement or resolution of the Action. However, "Released Claims" shall not include, in any respect, any claims arising out of, based upon or related in any way to any claim for, personal injury or wrongful death caused by, or in any way arising out of, an under hood oil-fed engine fire in a Class Vehicle at any time.

"Released claims" also do not include any claims, demands, rights, liabilities or causes of action of any type or kind relating to the Oil Filter Condition in the Class Vehicles (including but not limited to, claims arising out of or based upon personal injury or wrongful death caused by or in any way arising out of a Class Vehicle Fire, regardless of when such fire did or may occur) whether known or unknown, matured or not matured, whether at law or in equity, whether or not concealed or hidden, that have been asserted or that might be asserted by those excluded from the Settlement Class; i.e., (a) Honda and its subsidiaries, affiliates, officers, directors and employees; (b) persons who previously have filed separate, non-class legal actions against Honda asserting claims relating to or in any way arising out of an oil-fed engine fire in a Class Vehicle and either have recovered money or obtained other relief by way of judgment, settlement, or other financial resolution, or have had such action resolved against them by judgment or by dismissal with prejudice; (c) all entities or individuals, including but not limited to insurers of the Class Vehicles, claiming to be subrogated to the rights of members of the Settlement Class who own or have owned Class Vehicles; (d) all issuers of extended vehicle warranties for the Class Vehicles; (e) persons who validly and timely request exclusion from the Settlement class, and (f) the Judge to whom this case is assigned and any member of the Judge's immediate family.

#### Who Represents the Class?

The Court appointed Plaintiffs Scott Bonlender, Malissa Bonlender, Pauline McDevitt, Hal Pilger and Walter Yasensky to act as Class representatives. Additionally, the Court appointed the law firm of Horwitz Horwitz & Paradis, Attorneys at Law, located at 405 Lexington Avenue, 61st Floor, New York, New York 10174, as Class Counsel.

#### What are the Attorneys Fees and Costs and Incentive Awards?

Class Counsel will make an application to the Court for an award of up to \$750,000 for attorneys' fees, and actual and documented costs up to \$250,000 (as agreed by Class Counsel and Honda). Additionally, Class Counsel will request the Court grant incentive awards to the named Plaintiffs in the amount of \$7,500 each. These amounts, if granted 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 Settlement Class. These amounts are less than the actual collective attorneys' fees and expenses incurred by Class Counsel in connection with the prosecution of this litigation.

#### How Do I Participate in the Proposed Settlement?

If you wish to remain a member of the Settlement Class, you need not do anything at this time. As a member of the Settlement Class, you will be bound by all Orders and Judgments of the Court. Any claims you may have against Honda relating to the Oil

Filter Condition of your Class Vehicle will be terminated by the Judgment entered in this case. This proposed Settlement does not affect any claims for personal injury or wrongful death, regardless of whether that claim is the result of an occurrence before or after the date this Settlement is approved.

## How Do I Make A Claim For An "Uninsured Or Unreimbursed Loss" If The Settlement Is Approved?

You may make a claim for an "uninsured or unreimbursed loss" as defined in this notice only if the Court issues an order giving final approval of this proposed Settlement at the Settlement Fairness Hearing.

To make a claim for an "uninsured or unreimbursed loss" as defined in this notice, you must send the enclosed Claim Form (which also is available online at <a href="https://www.crvclassactionsettlement.com">www.crvclassactionsettlement.com</a>) and required documentation specified in the Claim Form within the Time Period specified above to the following address:

Honda CR-V and Element Claims Processing P.O. Box 2902 Torrance, CA 90501

#### How Do I Exclude Myself from the Proposed Settlement?

If you do not want to be a part of the Settlement Class, you may exclude yourself from the proposed Settlement. Persons who wish to be excluded from the Settlement Class must submit a **written** Request for Exclusion ("Opt-out") by sending it by U.S. mail to:

Honda CR-V and Element Class Action Exclusions P.O. Box 2902 Torrance, CA 90501

Any Request for Exclusion must be postmarked on or before September 10, 2009. Members of the Settlement Class who submit a Request for Exclusion must set forth: (a) their full name and current address, (b) the model year(s) of their Class Vehicle(s), (c) the Vehicle Identification Number of their Class Vehicle(s), and (d) a brief statement explaining their desire to be excluded from the Settlement Class along with objectively verifiable proof of ownership of a Class Vehicle (e.g. a current registration certificate for a Class Vehicle).

If you exclude yourself from the Class, you will not benefit from any recovery for the Settlement Class or be bound by any Court orders or judgments. If you wish to remain in the Settlement Class, do not send an exclusion letter.

#### How Do I Object to the Proposed Settlement?

If you wish to object to any aspect of the proposed Settlement, including the award of attorneys' fees, you must send a written objection to the Settlement ("Objection") to both Class Counsel and counsel for Honda at the addresses listed below by U.S. mail, first class postage paid. Any Objection must be postmarked on or before September 10, 2009. Only members of the Settlement Class may object to the Settlement.

In order for such Objection to be valid, objecting members of the Settlement Class must:

- (a) state their full name, current address, and telephone number,
- (b) identify the model year(s) of their Class Vehicle(s);
- (c) identify the Vehicle Identification Number(s) of the Class Vehicle(s);
- (d) state whether they purchased the Class Vehicle(s) new or used;
- (e) set forth a detailed statement of the position(s) the objector wishes to assert and the factual and legal grounds therefore;
- (f) provide copies of any other documents that the objector wishes to submit in support of their position;
- (g) provide objectively verifiable proof of ownership of a Class Vehicle (e.g. a current registration certificate for a Class Vehicle); and
- (h) state whether they have objected previously to other class action settlements, and if so, state the number of times they have objected to other class action settlements and identify each such instance by case name, court, and, if available, by case number.

Any member of the Settlement Class who does not submit an Objection containing the aforementioned information shall not be permitted to object to the Settlement.

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

On October 19, 2009, at 10:00 a.m., the United States District Court, Central District of California, Western Division (Honorable Christina A. Snyder, presiding) will hold a Settlement Fairness Hearing to determine whether the proposed Settlement is fair, adequate, and reasonable and should be approved. The hearing will be held in Courtroom 5 of the United States District Court, Central District of California – Western Division, located at 312 N. Spring Street, Los Angeles, California 90012. 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 Settlement Class. If the proposed Settlement is not approved, the Action will proceed without further notice.

If you wish to appear at the Settlement Fairness Hearing in person at your own expense, you must file with the Clerk of the Court and serve upon Class Counsel and counsel for Honda, a Notice of Intention to Appear at the Settlement Fairness Hearing no later than September 10, 2009. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting member of the Settlement Class will present to the Court in connection with the Settlement Fairness Hearing.

It is important that the envelope in which you send the Notice of Intention to Appear contain the case name and identify the number of the case, <u>In re American Honda Motor Co. Inc. Oil Filter Products Liability</u>, <u>MDL 06-01737</u>.

Any member of the Settlement Class who does not provide a Notice of Intention to Appear in compliance with the deadlines and other specifications set forth herein will be precluded from being heard at the Settlement Fairness Hearing.

#### How Do I Get More Information about the Proposed Settlement?

This Notice only summarizes the proposed Settlement. For additional information about the proposed Settlement, including a copy of the Settlement Agreement and this Notice, please visit the Web site at <a href="https://www.crvclassactionsettlement.com">www.crvclassactionsettlement.com</a> or consult with your own attorney. To contact Class Counsel, write to Horwitz Horwitz & Paradis at the address below or email them at <a href="mailto:gtufaro@hhplawny.com">gtufaro@hhplawny.com</a>

#### Examination of Papers

This Notice does not fully describe the Action or the proposed Settlement. You may inspect the Court files regarding the Action during normal business hours at the Office of the Clerk of the Court, at United States District Court, Central District of California - Western Division, located at 312 N. Spring Street, Los Angeles, California 90012.

#### Important Dates To Remember

Last Day to Postmark Opt-Out Request: September 10, 2009

Last Day to Postmark Objection

to Settlement: September 10, 2009
File Notice of Intention to Appear: September 10, 2009
Fairness Hearing October 19, 2009

Place: Courtroom of Hon. Christina A. Snyder

United States District Court, Central District of California -

Western Division

312 N. Spring Street, Los Angeles, California 90012

Class Counsel: Paul O. Paradis, Esq.

Horwitz Horwitz & Paradis 405 Lexington Avenue, 61st Floor

New York, NY 10174

Counsel for Honda: Eric Kizirian, Esq.

Lewis Brisbois Bisgaard & Smith, LLP, 221 North Figueroa Street, Suite 1200,

Los Angeles, California 90012

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.

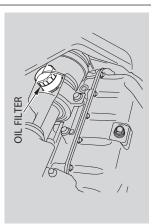
If you have questions about this Notice or require additional copies, please visit www.crvclassactionsettlement.com or contact Class Counsel.

By Order of: Honorable Christina A. Snyder United States District Court Judge

# Changing the Oil and Filter

schedule in your vehicle owner's Always change the oil and filter according to the maintenance manual Unless you have the knowledge and proper equipment, you should have this maintenance done by a skilled

- 1. Run the engine until it reaches normal operating temperature, then shut it off.
- container. Do not discard used oil in facility that recycles used motor oil. bottom of the engine. Drain the oil engine oil fill cap. Remove the oil the trash or dump it on the ground or in a drain. Rather, take it to a 2. Open the hood, and remove the drain bolt and washer from the into an appropriate sealable



OIL DRAIN BOL

- 3. Remove the oil filter, and let the filter to see if the filter gasket is remaining oil drain. A special dealer) is required. Check the wrench (available from your attached.
- before installing a new oil filter. to the engine block by carefully 4. If the gasket is not attached to running your fingers over the oil filter seating area. If the the filter, check that the oil gasket is stuck, remove it filter gasket is not stuck
- 5. Clean the oil filter seating area on the engine.
- Lightly oil the new filter gasket. 6. Make sure to clean off any dirt surface of the new oil filter. and dust on the connecting

**WASHER** 

## Changing the Oil and Filter

Install a new oil filter according to	<del>- ;</del>	
ğ	the instructions that come with it.	,
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- 8. Put a new washer on the drain bolt, then reinstall the drain bolt.
  Tighten the drain bolt to:
  33 lbf·ft (44 N·m , 4.5 kgf·m)
- 9. Refill the engine with the recommended oil.

Engine oil change capacity (including filter):
4.4 US qt (4.22)

10. Replace the engine oil fill cap. Start the engine. The oil pressure indicator should go out within 5 seconds. If it does not, turn off the engine, and check your work.

11. Let the engine run for several minutes, then check the drain bolt and oil filter for leaks.

12. Turn off the engine and let it sit for several minutes, then check the oil level on the dipstick. If necessary, add more oil.

#### **CLAIM FORM**

To make a claim in the class action settlement in the above-referenced case, please complete and mail this form, postmarked no later than date specified below for the model year of your vehicle:

MODEL YEAR	POSTMARK DEADLINE
2002 HONDA CR-V	JANUARY 31, 2010
2003 HONDA CR-V OR ELEI	MENT JANUARY 31, 2011
2004 HONDA CR-V OR ELEI	MENT JANUARY 31, 2012
2005 HONDA CR-V OR ELEI	MENT JANUARY 31, 2013
2006 HONDA CR-V OR ELEI	MENT JANUARY 31, 2014

This form and all required documentation, as specified herein, must be mailed to:

Honda CR-V and Element Claims Processing P.O. Box 2902 Torrance, CA 90501

A. CURRENT CONTACT	INFORMATION
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number:	
B. <u>CONTACT INFORMAT</u>	ION AT TIME OF VEHICLE PURCHASE (if different)
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number:	

C. <u>INFORMATION ON CLASS VEHICLE</u>				
Model & Model Year:				
Vehicle Identification Number:				
Date of Last Oil Change Prior to Fire:				
Mileage At Time Of Last Oil Change Prior to Fire:				
Servicing Dealer/Repair Facility:				
Address:				
City, State, ZIP Code:				
Telephone Number:				
D. <u>INFORMATION ON ENGINE FIRE</u>				
Date/Time of Engine Fire:				
Location:				
City, State, ZIP Code:				
Was the Fire/Police Dept. Called?				
Was a Fire/Incident Report Prepared?**				
** If a fire/incident report was prepared, please submit a copy with your claim form along with other required documentation as set forth below.				
E. INSURANCE INFORMATION (AT TIME OF ENGINE FIRE)				
Insurance Company:				
Address:				
Policy Number:				
Claim Number for Fire Loss:				
Insurance Deductible:				
Uninsured/Unreimbursed Loss: \$				

#### F. REQUIRED DOCUMENTATION

An "Uninsured and Unreimbursed Loss" means actual expenses incurred by the owner or lessee of a 2002-2006 model year Honda CR-V or 2003-2006 model year Honda Element ("Class Vehicles"), or any occupant of a Class Vehicle, incurred as a result of a Class Vehicle Fire, including insurance deductible payments, the loss of personal property, or damage to buildings or other property, for which you or any occupant of a Class Vehicle, have not received compensation from an insurance company, automobile dealership, repair facility, or any other source. "Uninsured or Unreimbursed Losses" do not include any claims for personal injury or wrongful death, claimed "diminished value" of the Class Vehicles, or perceived underpayment — whether as the result of a sale, transfer or reimbursement — for the value of the Class Vehicle following an oil-fed engine fire.

You must provide either a copy or original documentation for any Uninsured or Unreimbursed Loss for which you are making a claim. Please be sure to keep copies for your records of all documents submitted with your claim.

- a) Insurance deductibles: If you are making a claim for insurance deductibles, you must provide a letter from the insurance company that (i) identifies the policy number for the insurance policy in effect on the date of the Class Vehicle Fire, (ii) identifies the claim number for a Class Vehicle Fire, and (iii) states the amount of the deductible withheld from any payment made to you as a result a Class Vehicle Fire.
- b) Claims under \$500 (excluding insurance deductibles): You must provide invoices, receipts, or other proofs of purchase that substantiate the amount of your Uninsured or Unreimbursed Loss. If you do not have an invoice, receipt, or other proof of purchase and the value of your Uninsured or Unreimbursed Loss is less than \$500, you may submit a <u>sworn and notarized</u> written statement that (i) separately identifies the items for which you seek compensation, (ii) provides a value of each such item, and (iii) includes a statement that you have not been compensated for the claimed loss by insurance or any other source (such as the facility that performed the oil change).
- c) Claims in excess of \$500 (excluding insurance deductibles): If you are making a claim for Uninsured or Unreimbursed Losses that exceed \$500, you must provide invoices, receipts, or other proofs of purchase that substantiate the amount of your loss.
- d) Fire/Incident Report: Although not required, if a fire/incident was prepared for the engine fire, please submit a copy with your claim.

#### F. <u>CERTIFICATION</u>

		/	/	
Signature	Date			

I declare under penalty of perjury under the laws of the United States of America that the

foregoing is true and correct to the best of my knowledge and belief.

P.O. Box 2902 Torrance, CA 90501

PRESORTED FIRST-CLASS MAIL U.S. POSTAGE PAD CAROL STREAM, IL PERMIT NO. 5004