

**RECEIVED**

**Nov 18 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Paul M. Burch, Circuit Judge

Case No. 2022-000162

Tammy Batten West,

Appellant

v.

American Honda Motor Company, Inc.,

Respondent.

**RECORD ON APPEAL**

**VOLUME I OF III**

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# INDEX

## ORDERS

Order Granting Limited Stay Pending Ruling on Defendant American Honda Motor Co., Inc.'s Motion for Protective Order, 8/28/2020 .....	1
Order/Electronic Form 4/Denying Defendant's Motion for Protective Order regarding 30(b)(6) deposition, 1/27/2021 .....	3
Order/Electronic Form 4/Granting Defendant's Motion for Confidentiality Order, 1/27/2021 .....	6
Order/Electronic Form 4/Denying Plaintiff's Motion to Strike Defendant's Rule 68 Offer of Judgment, 1/27/2021 .....	9
Order/Electronic Form 4/Denying Plaintiff's Motion for Summary Judgment, 1/27/2021 .....	12
Order/Electronic Form 4/Granting Plaintiff's Motion to Compel Discovery Responses, 1/27/2021 .....	15
Order Granting Part and Denying in Part Plaintiff's Motion to Alter and/or Amend, 3/15/2021 .....	18
Protective Order of Confidentiality, 3/16/2021 .....	21
Order Compelling Plaintiff to Attend Deposition Pursuant to Rule 37, SCRCF, 5/19/2021 .....	29
Order Granting in Part and Denying in Part Plaintiff's Motion for Attorney's Fees .....	31
Order Denying Plaintiff's Motion To Amend, Alter, or Reconsider Judgment, 1/18/2022 .....	41

## PLEADINGS

Summons & Complaint, 11/9/2018 .....	45
Answer, 12/11/2018 .....	57

## TRANSCRIPTS

Transcript of Hearing 1/27/21 .....	70
Transcript of Hearing 5/17/21 .....	99

## EXHIBITS AND OTHER MATERIALS OR DOCUMENTS

Motion for Status Conference, 2/1/2019 .....	104
Plaintiff's Offer of Judgment, 4/1/2020 .....	105
Defendant's Offer of Judgment, 4/3/2020 .....	107
Defendant's Motion for Protective Order to Prevent 30(b) Deposition, 8/26/2020 .....	110
Exhibit A, Letter from Defense Counsel to Plaintiff's Counsel dated 8/21/20 .....	116
Exhibit B, Letter from Plaintiff's Counsel to Defense Counsel dated 8/25/20 .....	119
Exhibit C, Letter from Defendant to Plaintiff's Counsel dated 10/18/18 .....	122
Exhibit D, Letter from Defendant to Plaintiff's Counsel dated 10/19/18 .....	124
Exhibit E, Decision of NCDS "Arbitrator" dated 10/29/18 .....	126
Exhibit F, Letter from Defendant to Plaintiff's Counsel dated 11/6/18 .....	133
Exhibit G, Plaintiff's Notice of Rule 30(b)(6) Deposition .....	135
Defendant's Motion for a Limited Stay Pending Ruling on Defendant's Motion for Protective Order to Prevent 30(b)(6) Deposition, 8/27/2020 .....	142
Exhibit, Defendant's Motion for Protective Order to Prevent 30(b) Deposition, 8/26/2020 and Exhibits thereto .....	110-141
Defendant's Motion for Protective Order of Confidentiality, 10/26/2020 .....	144
Exhibit B <sup>1</sup> , Email from Plaintiff's Counsel to Defense Counsel of 10/26/20 .....	149
Exhibit C, Email from Defense Counsel to Plaintiff's Counsel of 10/26/20 .....	151
Exhibit D, Email from Plaintiff's Counsel to Defense Counsel of 10/26/20 .....	154
Plaintiff's Motion to Strike Defendant's Offers of Judgment, 11/14/2020 .....	157
Exhibit 1, Defendant's Proposed Settlement Agreement and Release of 12/7/18 .....	160
Exhibit 2, Plaintiff's Proposed Revision of Defendant's Proposed Settlement Agreement and Release of 12/7/18 .....	166

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<sup>1</sup> The filing did not include an Exhibit "A."

Exhibit 3, Plaintiff’s Proposed Revision of Defendant’s Proposed Settlement Agreement and Release of 1/15/19 .....	172
Exhibit 4, Redlined General Release of All Claims of 1/15/19 .....	178
Exhibit 5, Defendant’s Proposed General Release of All Claims of 4/3/20 .....	185
Exhibit 6, Email from Plaintiff’s Counsel to Defense Counsel of 12/11/18 .....	191
Exhibit 7, Email from Plaintiff’s Counsel to Defense Counsel of 12/18/18 .....	195
Exhibit 8, Email from Plaintiff’s Counsel to Defense Counsel of 1/14/19 .....	199
Exhibit 9, Email from Plaintiff’s Counsel to Defense Counsel of 1/23/19 .....	205
Exhibit 10, Email from Plaintiff’s Counsel to Defense Counsel of 1/31/19 .....	206
Exhibit 11, Email from Defense Counsel to Plaintiff’s Counsel of 2/26/19 .....	208
Exhibit 12, Email from Plaintiff’s Counsel to Defense Counsel of 8/10/19 .....	212
Exhibit 13, Email from Defense Counsel to Plaintiff’s Counsel of 10/29/19 .....	213
Exhibit 14, Email from Defense Counsel to Plaintiff’s Counsel of 10/2/20 .....	215
Exhibit 15, Email from Plaintiff’s Counsel to Defense Counsel of 10/28/20 .....	219
Exhibit 16, Defendant’s Offer of Judgment of 4/3/20 .....	224
Plaintiff’s Motion for Summary Judgment, 11/14/2020 .....	227
Plaintiff’s Motion to Compel, 11/15/2020 .....	229
Exhibit 1, Defendant’s Responses to Plaintiff’s First Set of Interrogatories .....	231
Exhibit 2, Defendant’s Responses to Plaintiff’s First Set of Requests for Production .....	246
Exhibit 3, Defendant’s Proposed Confidentiality Order .....	268
Exhibit 4, Letter from Defense Counsel to Plaintiff’s Counsel dated 4/1/19 .....	279
Exhibit 5, Email thread ending 04/01/18 .....	280
Exhibit 6, Email thread ending 10/26/20 .....	282
Defendant’s Offer of Judgment to Plaintiff, 1/15/2021 .....	284
Exhibit, General Release of All Claims .....	288

Brief in Support of Plaintiff’s Motion for Summary Judgment, 1/22/2021 .....	293
Exhibit A, 30(b)(6) Deposition Excerpts of Kirt Cahill .....	298
Exhibit B, 30(b)(6) Deposition Excerpts of Matt Martin .....	321
Exhibit C, Repair Summary .....	361
Exhibit D, Excerpts from Honda Warranty Manual .....	363
Exhibit E, Decision of NCDS “Arbitrator” .....	368
Affidavit of Tammy West dated 1/22/2021 .....	373
Exhibit 1, Buyers Order .....	378
Exhibit 2, Financing Contract .....	379
Exhibit 3, Loan Payoff Statement .....	382
Exhibit 4, Payoff .....	384
Exhibit 5, Affidavit and Notification of Sale .....	386
Exhibit 6, Warranty Manual Excerpts .....	387
Exhibit 7, Registration .....	399
Exhibit 8, Screen Shot of Malfunctioning Warning Indicator taken 4/4/17 .....	400
Exhibit 9, Screen Shot of Malfunctioning Warning Indicator taken 4/4/17 .....	401
Exhibit 10, Screen Shot of Malfunctioning Warning Indicator taken 4/4/17 .....	402
Exhibit 11, Repair Order dated 4/14/17 .....	403
Exhibit 12, Screen Shot of Malfunctioning Warning Indicator taken 5/15/17 .....	404
Exhibit 13, Screen Shot of Malfunctioning Warning Indicator taken 6/21/17 .....	405
Exhibit 14, Screen Shot of Malfunctioning Warning Indicator taken 6/21/17 .....	406
Exhibit 15, Screen Shot of Malfunctioning Warning Indicator taken 10/2/17 .....	407
Exhibit 16, Screen Shot of Malfunctioning Warning Indicator taken 10/2/17 .....	408
Exhibit 17, Screen Shot of Malfunctioning Warning Indicator taken 10/11/17 .....	409
Exhibit 18, Screen Shot of Malfunctioning Warning Indicator taken 10/11/17 .....	410

Exhibit 19, Screen Shot of Malfunctioning Warning Indicator taken 10/11/17 .....	411
Exhibit 20, Screen Shot of Malfunctioning Warning Indicator taken 10/11/17 .....	412
Exhibit 21, Repair Order dated 10/4/17 .....	413
Exhibit 22, Repair Order dated 10/17/17 .....	415
Exhibit 23, Letter from Plaintiff to Defendant dated 7/25/18, with attached chart of problems with dates, notifications, and results .....	416
Exhibit 24, Repair Order dated 5/17/18 .....	426
Exhibit 25, Repair Order dated 6/11/18 .....	427
Exhibit 26, Repair Order dated 6/14/18 .....	428
Exhibit 27, Repair Order dated 7/02/18 .....	429
Exhibit 28, Repair Order dated 7/23/18 .....	431
Exhibit 29, Repair Order dated 7/26/18 .....	432
Exhibit 30, Repair Order dated 8/24/19 .....	433
Exhibit 31, Repair Order dated 9/07/18 .....	435
Exhibit 32, Repair Order dated 10/22/18 .....	436
Exhibit 33, Repair Order dated 8/08/20 .....	437
Exhibit 34, Screen Shot of Malfunctioning Warning Indicator taken 2/21/2020 .....	439
Exhibit 35, Screen Shot of Malfunctioning Warning Indicator taken 2/21/2020 .....	440
Exhibit 36, Screen Shot of Malfunctioning Warning Indicator taken 2/21/2020 .....	441
Exhibit 37, Payment Receipt from East Coast Honda for \$183.60, dated 8/08/20 .....	442
Exhibit 38, Text Message Screen Shot .....	443
Exhibit 39, Text Message Screen Shot .....	444
Exhibit 40, Text Message Screen Shot .....	445
Plaintiff's Motion to Amend or Alter Judgment, 2/8/2021 .....	446
Defendant's Response to Motion to Amend or Alter Judgment, 2/25/2021 .....	450
Exhibit A, Letter from Defense Counsel to Plaintiff's Counsel dated 8/6/19 .....	454

Exhibit B, Letter from Defendant to Plaintiff’s Counsel dated 10/18/19 .....	456
Exhibit C, Letter from Defendant to Plaintiff’s Counsel dated 11/6/18 .....	458
Exhibit D, Letter from Defense Counsel to Plaintiff’s Counsel dated 01/16/19 with attached Offer of Judgment and General Release of All Claims .....	460
Exhibit E, Letter from Defense Counsel to Plaintiff’s Counsel dated 2/26/19 with attached Offer of Judgment, a “clean” General Release of All Claims, and a redlined General Release of All Claims .....	470
Exhibit F, Defendant’s Offer of Judgment to Plaintiff, previously filed 4/3/20, with attached General Release of All Claims .....	487
Exhibit G, Defendant’s Offer of Judgment to Plaintiff dated 1/15/21, with attached General Release of All Claims .....	497
Exhibit H, Letter from Plaintiff’s Counsel to Defense Counsel dated 8/25/20 .....	507
Exhibit I, Affidavit of Tammy West dated 1/22/21 .....	510
Exhibit J, Defendant’s Proposed Court-Ordered Process .....	516
Proposed Confidentiality Order, 3/15/2021 .....	21
5/17/2021 Jury Roster/Notice of Case Roster Publication Sent, 4/16/2021 .....	520
Defendant’s Motion for Summary Judgment, 5/6/2021 .....	521
Memo in Support of Defendant’s Motion for Summary Judgment, 5/12/2021 .....	524
Exhibit 1, Certification of Patrick Cleary, with 12 Exhibits .....	539
Exhibit 2, Letter from Defense Counsel to Plaintiff’s Counsel dated 8/21/20 .....	679
Exhibit 3, Letter from Plaintiff’s Counsel to Defense Counsel dated 8/25/20 .....	682
Defendant’s Motion to Compel Deposition, 5/14/2021 .....	685
Exhibit A, Letter from Defense Counsel to Plaintiff’s Counsel dated 1/8/21 .....	688
Exhibit B, Letter from Plaintiff’s Counsel to Defense Counsel dated 2/8/21 .....	690
Exhibit C, Letter from Defense Counsel to Plaintiff’s Counsel dated 2/12/21 .....	692
Plaintiff’s Motion for Attorney’s Fees, 5/21/2021 .....	696
Memo in Support of Full Award of Attorney’s Fees, 5/21/2021 .....	698

Exhibit 1, Letter from Plaintiff to Defendant dated 7/25/18 .....	726
Exhibit 2, Warranty Manual Excerpts .....	736
Exhibit 3, Decision of NCDS “Arbitrator” .....	730
Exhibit 4, <i>Amos v. Commissioner</i> (United States Tax Court 2003) .....	745
Exhibit 5, Chart Comparing Fees .....	753
Affidavit of Attorney’s Fees, 5/21/2021 .....	754
Exhibit 1, Attorney Time Sheets .....	786
Exhibit 2, Costs and Expenses .....	798
Exhibit 3, Manufacturer Response Form to NCDS .....	813
Exhibit 4, Decision of NCDS “Arbitrator” .....	814
Exhibit 5, Settlement Terms Proposed by Plaintiff on 12/5/18 .....	819
Exhibit 6, Plaintiff’s Proposed Settlement 12/5/18 .....	821
Exhibit 7, South Carolina Bar Ethics Opinion 10-04 .....	826
Exhibit 8, Defendant’s “Offer of Judgment” of January 2019 (not filed by Defendant) .....	830
Exhibit 9, Defendant’s Proposed Settlement of 1/16/19 .....	833
Exhibit 10, Settlement Terms Proposed by Plaintiff on 1/23/19 .....	838
Exhibit 11, Letter from Defense Counsel to Plaintiff’s Counsel dated 1/30/19 .....	839
Exhibit 12, Email from Plaintiff’s Counsel to Defense Counsel of 1/31/19 .....	840
Exhibit 13, Email from Defense Counsel to Plaintiff’s Counsel of 2/6/19 .....	842
Exhibit 14, Defendant’s Proposed Settlement of 2/16/19 .....	844
Exhibit 15, Email thread between counsel for the Parties from 2/6/19 through 2/22/19 .....	850
Exhibit 16, Plaintiff’s Proposed Revisions to Defendant’s Proposed Settlement & Release .....	853
Exhibit 17, Defendant’s “Offer of Judgment” of 2/26/19 (not filed by Defendant) .....	859

Exhibit 18, Defendant’s Redlined Revisions to Defendant’s Settlement & Release .....	861
Exhibit 19, Defendant’s Proposed Confidentiality Order for Documents to be Produced in Discovery .....	868
Exhibit 20, Plaintiff’s Proposed Release of 10/28/19 .....	879
Exhibit 21, Email exchange between Counsel for the Parties of 4/21/20 .....	883
Exhibit 22, Letter from Defense Counsel to Plaintiff’s Counsel dated 8/21/20 .....	885
Exhibit 23, Letter from Plaintiff’s Counsel to Defense Counsel dated 8/25/20 .....	887
Exhibit 24, Email from Plaintiff’s Counsel to Defense Counsel of 10/28/20 .....	889
Exhibit 25, Letter from Defense Counsel to Plaintiff’s Counsel dated 1/8/21 .....	894
Exhibit 26, Letter from Plaintiff’s Counsel to Defense Counsel dated 2/8/21 .....	895
Exhibit 27, Plaintiff’s Proposed Revisions of 2/8/21 to Defendant’s Settlement & Release .....	896
Exhibit 28, Letter from Defense Counsel to Plaintiff’s Counsel dated 2/12/21 .....	900
Exhibit 29, Letter to Judge Seals from Plaintiff’s Counsel dated 3/8/21 .....	903
Exhibit 30, Letter from Plaintiff’s Counsel to Defense Counsel dated 3/9/21 .....	905
Exhibit 31, Letter from Defense Counsel to Plaintiff’s Counsel dated 3/19/21 .....	908
Exhibit 32, Email from Judge Culbertson to Defense Counsel of 4/26/21 .....	912
Exhibit 33, Letter from Defense Counsel to Plaintiff’s Counsel dated 5/5/21 .....	915
Exhibit 34, Letter from Defense Counsel to Plaintiff’s Counsel dated 5/6/21 .....	916
Exhibit 35, Notice of Deposition of Plaintiff with cover letter from Defense Counsel dated 5/7/21 .....	917
Exhibit 36, Letter from Plaintiff’s Counsel to Defense Counsel dated 5/14/21 .....	922
Exhibit 37, Plaintiff’s Proposed Release of 5/14/21 .....	924
Exhibit 38, Email from Plaintiff’s Counsel to Defense Counsel of 5/14/21 .....	927
Affidavit of Tammy B West dated 5/21/2021 .....	930
Affidavit of Nate Fata .....	934

Affidavit of L. Sidney Connor IV .....	938
Amended Brief In Support of a Full Award of Attorney’s Fees, 5/23/2021 .....	942
Memo in Opposition to Motion for a Full Award of Attorney’s Fees, 5/28/2021 .....	970
Affidavit of Defense Counsel dated 5/28/21 with numerous attachments .....	988
Defendant’s Proposed Order Granting in Part and Denying in Part Plaintiff’s Motion for Attorney’s Fees .....	1108
Defendant’s Proposed Order Denying Plaintiff’s Motion for Attorney’s Fees .....	1115
Reply Brief in Support of Motion for a Full Award of Attorney’s Fees, 6/21/2021 .....	1128
Timesheets of Plaintiff’s Counsel, 5/21/21 through 6/21/21 .....	1144
Plaintiff’s Proposed Order on Attorney’s Fees, 6/24/2021 .....	1146
Plaintiff’s Motion to Alter Amend and/or Reconsider Judgment, 7/8/2021 .....	1154
Memo in Opposition to Motion To Amend Alter or Reconsider Judgment, 7/20/2021 .....	1162
 Certificate .....	 1168

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
Case No: 2018-CP-26-6346

Tammy Batten West, )  
)  
)  
Plaintiff, )  
)  
v. )  
)  
American Honda Motor Company, Inc. )  
)  
Defendant. )

**[PROPOSED] ORDER GRANTING  
LIMITED STAY OF THIS ACTION**

The Court, having reviewed Defendant American Honda Motor Co., Inc.'s Motion for Limited Stay Pending Ruling on Defendant American Honda Motor Co., Inc's Motion for Protective Order Pursuant to Rule 26(c) on Plaintiff's Rule 30(b)(6) Notice of Deposition, finds good cause for Defendant's Motion for Limited Stay.

WHEREFORE, IT IS ORDERED that the Defendant's Motion for Limited Stay is GRANTED, and that Defendant American Honda Motor Co., Inc. shall not be required to produce any witness pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure until Defendant American Honda Motor Co., Inc's Motion for Protective Order Pursuant to Rule 26(c) on Plaintiff's Rule 30(b)(6) Notice of Deposition has been heard and ruled upon.

This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**The Honorable  
Circuit Court Judge for the Court of  
Common Pleas, Horry County**



## Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Stay

Chief Administrative Judge  
Court of Common Pleas, 15th Judicial Circuit  
s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2020-08-28 12:53:56 page 2 of 2

Tammy Batten West  
PLAINTIFF(S)

American Honda Motor Company Inc  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Motion for Protective Order regarding the 30(b)(6) deposition of the Honda employee is denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/27/2021 .

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

---



Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-01-27 14:55:23 page 3 of 3

Tammy Batten West  
PLAINTIFF(S)

American Honda Motor Company Inc  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Motion for Confidentiality Order is granted.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/27/2021 .

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## Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-01-27 14:56:22 page 3 of 3

Tammy Batten West  
PLAINTIFF(S)

American Honda Motor Company Inc  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
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 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Motion to Strike rule 68 offer of judgment is denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/27/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

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---



Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-01-27 14:57:02 page 3 of 3

Tammy Batten West  
PLAINTIFF(S)

American Honda Motor Company Inc  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Motion for Summary Judgment is denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/27/2021 .

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**Court Reporter:**

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Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-01-27 14:57:33 page 3 of 3

Tammy Batten West  
PLAINTIFF(S)

American Honda Motor Company Inc  
DEFENDANT(S)

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 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Motion to Compel is granted and the Defendant has 20 days to fully respond to all discovery or in the alternative must fully with specificity explain the objections.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/27/2021 .

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-01-27 14:59:12 page 3 of 3

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF HORRY )  
 )  
 Tammy Batten West, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 American Honda Motor Company, Inc., )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 FIFTEENTH JUDICIAL CIRCUIT  
 Civil Action No. # 2018-CP-26-06346

**ORDER**

This matter was before the Court on January 27, 2021, upon Plaintiff’s Motion for Summary Judgment along with a Motion to Strike and a Motion to Compel. Defendant made a Motion for a Protective Order, as well as a motion for a court order, which this Court also heard. Present at the hearing was Attorney Steven Moskos for the Plaintiff and Attorney Patrick Cleary for the Defendant. On January 27, 2021, this Court entered an Order denying Plaintiff’s Motion for Summary Judgment. This Court denied the Motion to Strike Rule 68 Offer of Judgment and granted the Motion to Compel, which provided for the Defendant to have 20 days to fully respond to all discovery or in the alternative to fully explain with specificity its objections. This Court denied Defendant’s Motion for a Protective Order regarding the 30(b)(6) deposition of the Honda employee, and granted the Motion for a Confidentiality Order. On February 8, 2021, Plaintiff filed a Motion to Amend or Alter Judgment with respect to the Court’s denial of Summary Judgment. On February 25, 2021, Defendant filed a Response to Plaintiff’s Motion to Amend or Alter the Judgment.

After very carefully reviewing the entire record again, this Court is hereby granting in part and denying in part Plaintiff’s Motion to Amend or Alter Summary Judgment. In this

regard, this Court grants the Plaintiff's Motion to Amend or Alter Summary Judgment as to her Cause of Action, on a violation of the South Carolina Lemon Law. In this regard, this Court grants summary judgment as to the issue of liability only. This finding is based on the entire record of the case. Furthermore, this Court denies the Plaintiff's Motion to Amend or Alter Summary Judgment as to the issue of damages, which this Court has determined is a disputed fact among the parties.

**IT IS SO ORDERED.**

Marion, South Carolina

Dated: \_\_\_\_\_

\_\_\_\_\_  
William H. Seals, Jr.  
Presiding Judge of the Twelfth Judicial Circuit



## Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-03-15 09:45:02 page 3 of 3

<b>STATE OF SOUTH CAROLINA</b>	)	<b>IN THE COURT OF COMMON PLEAS</b>
	)	
<b>COUNTY OF HORRY</b>	)	<b>C/A NO: 2018-CP-26-06346</b>
	)	
Tammy Batten West,	)	<b>PROTECTIVE ORDER OF</b>
Plaintiff,	)	<b>CONFIDENTIALITY</b>
vs.	)	
	)	
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

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**PROTECTIVE ORDER OF CONFIDENTIALITY**

Defendant American Honda Motor Co., Inc. (“AHM”) having moved for a Protective Order of Confidentiality, and for good cause shown,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the documents and other information, including the substance and content thereof, designated by Defendant American Honda Motor Co., Inc. as confidential and proprietary, and produced by either of AHM in response to any formal or informal request for discovery in this litigation, shall be subject to the terms of this Protective Order of Confidentiality, as set forth below:

1.

For purposes of this Order, “Confidential Information” means:

- a. those documents and written responses produced by AHM in response to any formal or informal discovery request in this case that contain trade secret or other confidential research, development, or commercial information and which are designated as confidential by AHM with language reading “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” or with other similar language, except the designation shall not deface or be printed over any of the language of the document.

b. those pleadings or other papers served upon any party or filed under seal with the Court which refer to “Confidential Information” as defined in paragraph 1(a) and which are designated on the face of the pleading with language reading “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” or with other similar language, and those pleadings or other papers filed with the Court that quote from or paraphrase Confidential Information; and

c. those portions of any deposition transcripts or exhibits that reveal the substance or content of documents, written responses, pleadings or other information designated as confidential by AHM pursuant to the provisions of this Protective Order, and which are designated as confidential by AHM within thirty (30) days after receipt by AHM of the final version transcripts of said depositions. It is agreed that, within thirty (30) days after receipt of the final version deposition transcript, counsel for AHM will specifically set out in writing the page and line designations for those specific portions of the deposition transcript designated as confidential at the deposition. In all events, counsel for Plaintiff will maintain the confidentiality of deposition transcripts or exhibits that reveal the substance or content of documents, written responses, pleadings or other information designated as confidential by AHM pursuant to the provisions of this Protective Order, unless and until the Court rules that such materials not be treated as confidential under this Protective Order.

2

Except with prior written consent of counsel for AHM, Confidential Information may be shown or disclosed only to the following persons:

- a. Counsel in this action;
- b. Actual employees of counsel assigned to and necessary to assist counsel in the preparation of this action;

2

c. Independent experts and consultants retained by counsel whose assistance is deemed necessary by counsel for the prosecution or defense of this action, and employees of such experts and consultants necessary to assist such persons in performing their duties, provided that such person has signed an affidavit in the form set forth as Exhibit "A" and that no confidential documents and information shall be disseminated to any expert or consultant

- i. who is an employee of a direct business competitor of the party producing the information; or
- ii. who is employed by a direct business competitor of the party producing the information and who directly participates in design, manufacturing, marketing, or service activities of direct business competitors.

3.

Any recipient of Confidential Information shall not disclose the same to any other person to whom disclosure is not authorized by the terms of this Protective Order, and shall not use such Confidential Information for purposes other than preparation for trial or settlement of this action. Any recipient of such Confidential Information shall exercise reasonable and appropriate care with regard to the storage, custody, and/or use of such Confidential Information in order to ensure that the confidential nature of the same is maintained.

4.

Plaintiff and her attorneys shall not give, show or otherwise divulge or disclose the substance or existence of the documents or other information designated as Confidential Information, or any copies, prints, negatives or summaries thereof, to any entity or person with the exception of those individuals identified in paragraph 2 in regard to Confidential Information. Any recipient of such Confidential Information, prior to receipt thereof, shall be furnished with a copy

of this Protective Order, and shall be required to execute an affidavit of the type attached as Exhibit “A,” certifying that the recipient will not use any such Confidential Information in any way whatsoever except as allowed under the terms of this Protective Order, and that the recipient has read and is familiar with this Protective Order and agrees to be bound by its terms. The original of each affidavit of the type attached as Exhibit “A,” executed by a recipient of Confidential Information, shall be furnished to counsel who provided such information. The counsel who provided the information will retain copies of all such executed affidavits and, if documents provided under this Protective Order are used in a manner that violates this Order, Counsel for AHM will notify counsel who provided the information who then shall deliver to counsel for AHM copies of all such affidavits executed by recipients of Confidential Information.

5.

The parties agree that all Confidential Information and any pleading, motion, deposition transcript or other paper filed with the Court disclosing any Confidential Information should be filed under seal and shall be kept under seal until further order of the Court, should the Court deem such a procedure appropriate; however, said information shall continue to be available to the Court and to such persons permitted access to such information under this Order. Where possible, only the confidential portions of filings with the Court shall be filed under seal. Nothing in this provision is intended to address the manner in which confidential material is handled at any trial or appellate proceeding.

6.

Within forty-five (45) days of the conclusion of this action, if any Confidential Information has been furnished to any expert, the attorney for the Plaintiff shall ensure that all Confidential

Information in the possession of such persons, and all copies thereof, are returned to Plaintiff's counsel or are destroyed, with confirmation of the destruction being provided to Plaintiff's counsel.

7.

Nothing in this Order shall be deemed a waiver of AHM' right to (a) oppose discovery on grounds other than that the documents and information sought constitute or contain Confidential Information; or (b) object on any ground to the admission in evidence, at trial of this action, of any Confidential Information. Any document produced which has been designated by AHM as containing Confidential Information shall for all purposes be deemed a business record and no need for authentication shall be required.

8.

In the event that any party disagrees with AHM' designation of any item as Confidential Information and subject to this Protective Order, that party shall send a written notice to counsel of record for AHM specifying the item in question. The parties shall attempt in good faith to resolve any disagreement over the confidentiality of the item. Should the parties fail to reach agreement, AHM may, within forty-five (45) days of receiving a written notice, specifying the items in question, file a Motion to Preserve Confidential Status. Any item in dispute shall continue to be treated as confidential and subject to this Order until such time as the court rules that it is not. Should AHM fail to file, within forty-five (45) days of receiving such written notice, a motion with the Court to preserve the confidential status of such documents, the documents shall be deemed not confidential.

9.

Nothing herein shall prevent any party from using the Confidential Information in connection with any trial, hearing or other public proceeding in this matter or from seeking further

protection with respect to the use of any such Confidential Information in connection with such trial, hearing or other public proceeding in this matter.

10.

This Order shall remain in force after the completion of this action.

SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
The Honorable William H. Seals, Jr.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO: 2018-CP-266346

Tammy Batten West,

PROTECTIVE ORDER OF  
CONFIDENTIALITY – EXHIBIT A

Plaintiff,

vs.

American Honda Motor Company, Inc.,

Defendants.

**EXHIBIT A TO PROTECTIVE ORDER OF  
CONFIDENTIALITY – AGREEMENT**

I, \_\_\_\_\_, certify that I have read the Protective Order of Confidentiality dated \_\_\_\_\_, entered in the above-captioned action (the “Order”) and further certify that I fully understand the procedural and substantive requirements of the Order, a copy of which is attached hereto. Before reviewing or receiving access to any data, material, information and/or discovery subject to the protection of the Order and as a condition for such review and/or access, I understand and agree that I am personally bound by and subject to all of the terms and provisions of the Order. I subject myself to the jurisdiction and venue of said Court for purposes of enforcement of the Order.

\_\_\_\_\_

(print name)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public



## Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Protective Order

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-03-16 11:13:22 page 8 of 8

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO: 2018-CP-26-06346

Tammy Batten West,

Plaintiff,

vs.

American Honda Motor Company, Inc.,

Defendant.

**[PROPOSED] ORDER  
COMPELLING PLAINTIFF TO  
ATTEND DEPOSITION PURSUANT  
TO RULE 37, SCRPC.**

Before the Court is a Motion to Compel, by which American Honda Motor Corporation, Inc., requests to depose Plaintiff before trial. This motion was made pursuant to Rule 37, of the South Carolina Rules of Civil Procedure.

Having reviewed the Motion to Compel filed by American Honda Motor Corporation, Inc., all papers relating thereto and the evidence presented, the Court hereby orders as follows:

The Court hereby GRANTS American Honda Motor Corporation, Inc.'s Motion to Compel consistent with the terms below:

1. Plaintiff Tammy West shall attend her deposition before the next term of court in which this case is called to trial.
2. Counsel for the Plaintiff and Counsel for AHM are instructed to meet and confer within three (3) business days of this Order to confirm a deposition date, time, and location for Plaintiff's deposition.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Defendant's Motion to Compel is GRANTED consistent with the terms of this order.

This \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
The Honorable



Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Compel

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

Electronically signed on 2021-05-19 12:52:41 page 2 of 2

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF HORRY</b></p> <p>Tammy Batten West,</p> <p style="padding-left: 200px;">vs.</p> <p>American Honda Motor Company, Inc.,</p> <hr style="width: 40%; margin-left: 0;"/> <p style="text-align: right; margin-right: 20px;">Defendant.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>IN THE COURT OF COMMON PLEAS</b></p> <p><b>C/A NO: 2018-CP-26-06346</b></p> <p><b>ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF’S MOTION FOR ATTORNEY’S FEES</b></p>
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This matter is before the Court pursuant to Plaintiff’s Motion for Attorney’s Fees pursuant to the South Carolina Enforcement of Motor Vehicle Express Warranty Act (“Warranty Act”). The Court has reviewed the relevant Court record, Plaintiff’s Motion for Fees, Brief in Support and supporting exhibits, Plaintiff’s Affidavits and itemized time statement, Defendant American Honda Motor Co., Inc.’s (“Honda”) Opposition to Plaintiff’s Motion, and Defendant’s Affidavit and supporting documents. In evaluating this Motion, the Court is evaluating whether to award attorney’s fees pursuant to the South Carolina Enforcement of Motor Vehicle Express Warranties Act, which provides for the discretionary award of attorney’s fees to a prevailing party.

For the following reasons, the Court finds that it is appropriate to make an award of \$27,585 in attorney’s fees to the Plaintiff, and therefore grants in part and denies in part Plaintiff’s Motion.

**I. Case Background**

**a. Factual Background**

This is an automobile express written warranty action arising from Plaintiff’s purchase of a new 2017 Honda CR-V (“2017 CR-V”) on March 2, 2017 from non-party East Coast Honda, financed through South State Bank. Honda provided a written warranty with the purchase of the 2017 CR-V. Plaintiff asserted, and Honda ultimately did not contest, that she experienced various issues with driver assistance technologies in the 2017 CR-V, and that she presented the 2017 CR-

V for repairs at East Coast Honda between October 2017 and September 2018. Plaintiff was not charged for any of these repairs consistent with the 2017 CR-V's warranty.

**b. Plaintiff's Request that Honda Repurchase the 2017 CR-V**

In September 2018, Plaintiff made a formal request that Honda repurchase the 2017 CR-V consistent with the Warranty Act. The remedy for a plaintiff under the Warranty Act is defined as follows:

“If, within the term specified in Section 56-28-30, the manufacturer, through its agents or authorized dealer, is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use, market value, or safety of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a comparable motor vehicle, or at its option, accept return of the vehicle from the consumer and refund to the consumer the full purchase price as delivered including applicable finance charges, sales taxes, license fees, registration fees, and any other similar governmental charges, less a reasonable allowance for the consumer's use of the vehicle. Refunds must be made to the consumer and lienholder, if any, as their interest may appear on the record of ownership kept by the Department of Motor Vehicles. A reasonable allowance for use must be that amount directly attributable to use by the consumer before his first report of the nonconformity to the manufacturer, agent, or dealer, and must be calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator one hundred twenty thousand and having as its numerator the number of miles that the vehicle traveled before the first report of nonconformity.” S.C. Code Ann. § 56-28-40.

In sum, the remedy under the Warranty Act is that the warrantor, such as Honda, must accept return of a non-conforming vehicle and refund the full purchase price of the vehicle to the consumer and lienholder (if any). This necessarily requires that the consumer and the warrantor work cooperatively to calculate the repurchase price, identify the amount owed to the lienholder, and to arrange for return of the vehicle.

**c. Honda's Pre-Suit Offers to Repurchase the 2017 CR-V**

The evidentiary record before the Court identifies that Honda made multiple offers to repurchase the 2017 CR-V prior to November 11, 2018, and that Honda's offers to repurchase the

2017 CR-V were made consistent with its obligations under the Warranty Act. The evidentiary record also indicates that Honda and Plaintiff participated in an informal dispute settlement process prior to filing suit, and that at that hearing Honda did not contest Plaintiff's request for a repurchase of the 2017 CR-V.

**d. Plaintiff's Complaint**

On November 11, 2018, Plaintiff filed suit. In her complaint, she alleged Honda breached common law warranties applicable to the 2017 CR-V, was in breach of the South Carolina Enforcement of Motor Vehicle Warranty Act, was in breach of the federal Magnuson-Moss Warranty Act, committed actions that violated the South Carolina Unfair Trade Practices Act ("UTPA") S.C. Code. Ann. §39-5-10, *et. seq.*, and committed actions that violated the South Carolina Regulation of Manufacturers, Distributors and Dealers Act ("Dealers Act"). S.C. Code. Ann. § 56-15-10, *et. seq.* The Court notes that both the UPTA and Dealers Act causes of action allow for statutorily enhanced damages and a mandatory award of attorney's fees to a prevailing plaintiff.

**e. Settlement Offers Made During Suit**

The evidentiary record indicates that Honda made multiple attempts to resolve this matter following suit. These settlement offers included monetary amounts for the repurchase of the 2017 CR-V, a process for Honda to take possession of the 2017 CR-V, and amounts designated for attorney's fees.

**f. Plaintiff's Motion for Summary Judgment on the Warranty Act**

On November 11, 2020, Plaintiff filed a Motion for Summary Judgment on the Warranty Act cause of action. Honda did not file any opposition to the Motion. The matter was heard before Judge Seals on January 27, 2021, who denied the Motion. Plaintiff then filed a Motion to Amend

or Alter the Judgment on February 8, 2021. Honda did not contest Plaintiff's Motion to Amend or Alter but simply requested that Plaintiff provide it with the monetary amounts necessary to satisfy the lien on the 2017 CR-V and that the Court order that the repurchase occur in accordance with a Proposed Process for Return. Judge Seals granted Plaintiff's Motion to Amend on March 15, 2021. On March 19, 2021, Honda sent Plaintiff's counsel a letter detailing a proposed process repurchase of the 2017 CR-V.

**g. May 17, 2021 Hearing Before this Court**

On May 17, 2021, this matter was on the jury roster for the Court of Common Pleas in Horry County. Prior to the hearing, Honda filed a Motion for Summary Judgment. In this Motion, Honda sought dismissal of Plaintiff's UPTA and Dealers Act causes of action and dismissal of Plaintiff's claims for damages arising out of any common law breach of warranty.

Plaintiff did not file any opposition to Honda's Motion for Summary Judgment prior to the hearing. During open court, Plaintiff voluntarily dismissed all causes of action other than the Warranty Act and agreed to a repurchase of the 2017 CR-V at a cost of \$34,776.51. Plaintiff further stipulated to the process of the repurchase.

**II. Applicable Law, Analysis and Findings of Fact**

**a. Statute Permitting Recovery of Attorney's Fees**

This action involves an action brought under the South Carolina Enforcement of Express Motor Vehicle Warranty Act. S.C. Code Ann. §56-28-10, *et seq.* There is no dispute that Plaintiff is the prevailing party under this Act for the non-conformities in her 2017 CR-V.

There is no dispute that Plaintiff was entitled to a repurchase of the 2017 CR-V consistent with this statute. Honda was required to accept return of the 2017 CR-V and refund the full purchase price of the vehicle to Plaintiff and South State Bank as the lienholder for the vehicle. The Court finds that Honda first offered a repurchase consistent with the statute to the Plaintiff in

October 2018, one month prior to filing suit. The Court further finds that Honda offered a repurchase of the 2017 CR-V multiple times prior to Plaintiff filing suit and multiple times after Plaintiff filed suit.

Plaintiff's Motion for Attorney's Fees is also brought pursuant to the Warranty Act.

“(D) Any consumer who finally prevails in any action brought under this chapter, may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorney's fees based on actual time expended) and other such costs which are directly attributable to the nonconformity of the motor vehicle determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action, unless the court in its discretion determines that such an award of attorney's fees would be inappropriate.” S.C. Code Ann. § 56-28-50(D).

In evaluating this statute, this Court is required to conduct a plain reading of this statute. In doing so, this Court finds the following. First, the Court has the discretionary authority to determine whether to award any attorney's fees to a prevailing plaintiff. Second, there is no requirement under the statute that a prevailing plaintiff automatically receive an award of attorney's fees, regardless of the amount. Third, the Court is only required to make an award of attorney's fees that were reasonably incurred as necessary under the Act. Finally, even if the Court determines an amount of reasonably incurred fees, the Court has the discretion not to make an award of attorney's fees.

The Court finds that the applicable provisions of the Warranty Act are almost identical to applicable section of the federal Magnuson-Moss statute.<sup>1</sup> 15 U.S.C. §2310(d)(2). The Court

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<sup>1</sup> (2) “If a consumer finally prevails in any action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorneys' fees based on actual time expended) determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action, unless the court in its discretion shall determine that such an award of attorneys' fees would be inappropriate.” 15 U.S.C. §2310(d)(2).

notes that the Court of Appeals has confirmed that the decision whether to award attorney's fees to a prevailing plaintiff under the Magnuson-Moss statute is within the discretion of the trial court. *Mockabee v. Wakefield Buick, Inc. and First Citizens Bank*, 298 S.C. 386, 380 S.E.2d 848 (Ct. App. 1989).

**b. Legal Standard for Awarding Attorney's Fees**

When a prevailing party can receive attorney's fees pursuant to contract or statute, well-settled South Carolina case law sets forth a six-factor test for the Court to calculate the appropriate amount of attorney's fees awarded.

“(1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services.” *Baron Data Systems v. Loter*, 297 S.C 382, 377 S.E.2d 296 (1989).

The Court is also required to consider all these factors in establishing reasonable attorneys' fees. *See Darden v. Witham*, 263 S.C. 183, 209 S.E.2d 42 (1974). The award of fees, if any, are made payable to the party, not the lawyer. *Jackson v. Speed*. 326 S.C. 289, 486 S.E.2d 750 (1997) (citing *Prevatte v. Asbury Arms*, 302 S.C. 413, 396 S.E.2d 642 (Ct. App. 1990)). In reviewing the evidentiary record in this case, the Court finds that the evidentiary record supports an award of \$27,585 for attorney's fees and costs based on the six *Baron* factors.

**c. Analysis of the *Baron* Factors in Determining Reasonable Attorney's Fees**

i. Nature of the Case

The Court finds this case was not of extremely complex nature. However, this matter involved numerous legal issues requiring Plaintiff's counsel's extensive preparation for litigation.

ii. Time Necessarily Devoted to the Case

To recover attorney's fees when a statute authorizes the permissive or mandatory recovery of fees, Plaintiff's counsel has the burden of providing an itemized affidavit of fees that shows the

work related to the claims where statutory recovery of fees is allowed. *Taylor v. Nix*, 307 S.C. 551, 557, 416 S.E.2d 619, 623 (1992). Counsel has submitted an affidavit where he asserts spending 182.8 hours on this case from his first meeting with Plaintiff in September 2018.

The Court has reviewed counsel's affidavit and time sheets that he submitted to the Court. At the onset, the Court is concerned by counsel's initial line in his affidavit, which states "Include I was not churning the file." While this statement in and of itself does not create a direct concern that counsel was conducting additional unnecessary work on the case, it does suggest a more detailed look at every entry submitted by counsel.

In conducting this detailed review of the affidavit and time sheets, it presents several challenges in determining the time necessarily devoted to the case. First, there are no specific references in the timesheets to the Warranty Act cause of action, versus the other causes of action initially identified and then dismissed by counsel. It is difficult for the Court to determine the amount of time reasonably incurred in the prosecution of the Warranty Act cause of action.<sup>2</sup> Second, Plaintiff's time sheets indicate that counsel spent approximately 37 to 42.4 hours in preparing the fee motion, affidavit, and supporting materials. This amount of time appears to be substantial considering the circumstances of this case.

The affidavit and time sheets do support a finding that counsel spent 20.9 hours prior to the commencement of this lawsuit. During that period, Honda offered Plaintiff a repurchase of the 2017 Honda CR-V consistent with the Warranty Act. The Court finds that this time was necessary and reasonably incurred in assisting Plaintiff with an understanding of the applicable

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<sup>2</sup> The South Carolina Supreme Court has affirmed decisions by the trial court reducing claims for attorney's fees under similar circumstances. *Maybank v. BB&T Corp.*, 416 S.C. 541, 787 S.E.2d 498 (2016) (affirming a reduction of attorneys' fees asserted to claims where statutory recovery of fees was not permitted).

law, reviewing Plaintiff's concerns with the 2017 CR-V, assisting Plaintiff with the informal dispute settlement process, and providing guidance to Plaintiff on the repurchase process. The Court finds that this is a reasonable and necessary amount of time incurred in this matter for the benefit of the Plaintiff.

iii. Standing of Counsel

The Court has reviewed counsel's website, affidavit, and reported opinions. The Court finds that Plaintiff's counsel is an experienced practitioner in consumer protection actions, including Warranty Act cases, in cases in South Carolina courts. The Court notes that he has received several favorable appellate rulings in the Court of Appeals and the South Carolina Supreme Court on various consumer protection cases. The Court has considered counsel's experience and history in evaluating the beneficial results he obtained for Plaintiff in this matter, the appropriate hourly rate for the calculation of attorney's fees, and the time necessarily spent on this case.

iv. Contingency of Compensation

The Court has reviewed the affidavit submitted by Plaintiff and by counsel. It appears that counsel has taken this matter upon the basis of recovering attorney's fees from Honda following either a settlement or an order on a motion for fees.<sup>3</sup> As discussed more fully in this Order, the Court is responsible for determining the reasonable and appropriate fees in this matter. *Jackson v. Speed*. 326 S.C. 289, 307-308, 486 S.E.2d 750, 759 (1997).

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<sup>3</sup> Were this matter truly taken on a contingency basis of the total recovery, counsel would ordinarily receive between 35% and 40% of the recovery obtained by Plaintiff.

v. Beneficial Results Obtained

The Court finds that counsel provided a beneficial result in Plaintiff receiving offers for a repurchase of the vehicle prior to suit. The Court therefore finds that counsel's assistance in preparing this matter for suit provided Plaintiff a beneficial result.

vi. Customary Legal Fees for Similar Services

Plaintiff contends an hourly rate of \$450 per hour is a reasonable hourly rate for this matter. Plaintiff has provided two affidavits from attorneys in Horry County who state that, in this locale, \$450 is a reasonable hourly rate for this case.

**III. Conclusion and Order**

IT IS THEREFORE ORDERED, that Plaintiff's Motion for Attorney's Fees is GRANTED IN PART and DENIED IN PART. Based on this Court's analysis of applicable law and the evidentiary record, Plaintiff's counsel is entitled to an award of \$27,585 for attorney's fees reasonably incurred in this matter. Defendant shall have thirty (30) days from the entry of this Order to make payment of this amount to Plaintiff.

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The Honorable Paul M. Burch

Chesterfield, South Carolina

Dated: June 25, 2021



Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Other

So Ordered

s/Paul M. Burch, Judge #2048

Electronically signed on 2021-06-25 15:00:30 page 10 of 10

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF HORRY</b></p> <p>Tammy Batten West,</p> <p style="padding-left: 200px;">Plaintiff,</p> <p style="padding-left: 200px;">vs.</p> <p>American Honda Motor Company, Inc.,</p> <p style="padding-left: 200px;">Defendant.</p> <hr style="width: 40%; margin-left: 0;"/>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>IN THE COURT OF COMMON PLEAS</b></p> <p><b>C/A NO: 2018-CP-26-06346</b></p> <p><b>[PROPOSED] ORDER DENYING PLAINTIFF’S MOTION TO AMEND, ALTER, OR RECONSIDER JUDGMENT</b></p>
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This matter is before the Court pursuant to Plaintiff’s Motion to Amend, Alter, or Reconsider Judgment Regarding Award of Attorney’s Fees filed pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure concerning this Court’s June 28, 2021 Order Granting in Part and Denying in Part Plaintiff’s Motion for Attorney’s Fees.

**Material Reviewed**

The Court has reviewed this Court’s June 28, 2021 Order Granting in Part and Denying in Part Plaintiff’s Motion for Attorney’s Fees, the relevant Court record, Plaintiff’s Motion for Fees, Brief in Support and supporting exhibits, Affidavits submitted by Plaintiff’s counsel and counsel’s itemized time statement, Defendant American Honda Motor Co., Inc.’s Opposition to Plaintiff’s Motion for Fees, Defendant’s Affidavit and supporting documents, Plaintiff’s Reply to Defendant’s Opposition to Plaintiff’s Motion for Fees, Plaintiff’s Motion to Amend, Alter or Reconsider Judgment, and Defendant’s Opposition to Plaintiff’s Motion to Amend.

**Findings**

When issuing an Order providing for the award of attorney’s fees, this Court is required to set forth the basis allowing for the recovery of attorney’s fees and an analysis of the six factors enumerated in the *Baron Data Systems* opinion for the appropriate amount of attorney’s fees.

*Baron Data Systems v. Loter*, 297 S.C 382, 384-385, 377 S.E.2d 296, 297 (1989). This Court’s June 28, 2021 Order sets forth the basis of recovery and this Court’s analysis of the six *Baron* factors as they apply to the facts of this case. Moreover, the Court’s order complied with the requirements of Rule 52(a) by establishing the “the facts specially” and stating “separately its conclusions of law thereon.” *Id.*

Plaintiffs’ Motion arises from an automobile express written warranty action filed pursuant to the South Carolina Enforcement of Motor Vehicle Warranty Act, S.C. Code Ann. §56-28-10, *et. seq.* (“Express Warranty Act”). This statute provides for the permissive award of attorney’s fees to a prevailing party, which are determined by the discretion of the Court.

“(D) Any consumer who finally prevails in any action brought under this chapter, may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorney's fees based on actual time expended) and other such costs which are directly attributable to the nonconformity of the motor vehicle determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action, unless the court in its discretion determines that such an award of attorney's fees would be inappropriate.” S.C. Code Ann. § 56-28-50(D).

When a prevailing party can receive attorney’s fees pursuant to contract or statute, well settled South Carolina case law sets forth a six-factor test for the Court to calculate the appropriate amount of attorney’s fees awarded.

“(1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services.” *Baron Data Systems v. Loter*, 297 S.C 382, 377 S.E.2d 296 (1989).

The Court is also required to consider all these factors in establishing reasonable attorneys’ fees. *See Darden v. Witham*, 263 S.C. 183, 209 S.E.2d 42 (1974).

The Court’s June 28, 2021 Order included the applicable law and included an analysis of each of the six *Baron* factors as set forth in the evidentiary record.

Plaintiff's Motion to Amend, Alter, or Reconsider Judgment sets forth no evidence or applicable law that indicates a basis to disturb or alter this Court's well-reasoned judgment in determining the appropriate amount of attorney's fees in this matter.

**Conclusion and Order**

The Court concludes that the June 28, 2021 Order was supported by applicable South Carolina law and its analysis of the factual record. The Court concludes that its June 28, 2021 Order provides findings of fact and conclusions of law which support the grounds of its action. Based on this Court's analysis of applicable law and the evidentiary record, Plaintiff's counsel is entitled to an award of \$27,585 for attorney's fees reasonably incurred in this matter. Therefore, the Court finds no basis to amend, alter, or reconsider this Court's Order pursuant to Rules 52 and 59 of the South Carolina Rules of Civil Procedure.

IT IS THEREFORE ORDERED, that Plaintiff's Motion to Amend, Alter, or Reconsider Judgment Regarding Award of Attorney's Fees be DENIED in its entirety. Defendant shall have thirty (30) days from the entry of this Order to make payment of the award of \$27,585.00 for attorney's fees to Plaintiff.

\_\_\_\_\_  
The Honorable Paul M. Burch

\_\_\_\_\_, South Carolina

Dated: \_\_\_\_\_, 202\_



Horry Common Pleas

**Case Caption:** Tammy Batten West VS American Honda Motor Company Inc

**Case Number:** 2018CP2606346

**Type:** Order/Other

So Ordered

s/Paul M. Burch, Judge #2048

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>SUMMONS</b>
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.	)	
	)	
	)	
Defendant	)	

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the attorney for Plaintiff, C. Steven Moskos, at his office located at 4000 Faber Place Drive, Suite 300, North Charleston, South Carolina 29405, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

**C. STEVEN MOSKOS, P.A.  
ATTORNEY FOR PLAINTIFF**

BY: s/C. Steven Moskos  
C. Steven Moskos  
SC Bar No.: 7938  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
Telephone: (843) 763-5297  
Email: [csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)

Charleston, South Carolina  
November 9, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>COMPLAINT</b>
	)	(Jury Trial Demanded)
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.	)	
	)	
	)	
<u>Defendant</u>	)	

Plaintiff, complaining of the Defendant, alleges the following:

1. That Plaintiff Tammy Batten West is a resident of Horry County, South Carolina.
2. That Defendant, American Honda Motor Company, Inc., hereinafter American Honda, is a corporation organized and licensed in a State other than the State of South Carolina, but is doing business in the State of South Carolina.
3. That Defendant American Honda has established a procedure to resolve warranty disputes with its customers.
4. That as part of that procedure, Defendant American Honda requires consumers to participate in an informal dispute settlement mechanism (IDSM) as allowed under the Magnuson-Moss Warranty Act, 15 U.S.C. 2301 et seq.
5. That Defendant American Honda's informal dispute settlement mechanism is administered by the National Center for Dispute Settlement (NCDS).
6. That Defendant American Honda is familiar with the requirements of the Magnuson-Moss Warranty Act as this Act applies to the warranties American Honda issues regarding its 2017 vehicles.
7. That 15 U.S.C. 2311(b)(1) states, "Nothing in this chapter shall invalidate or restrict any right or remedy of any consumer under State law or any other Federal law."

8. That in spite of the language in 15 U.S.C. 2311(b)(1), Defendant American Honda has established and participates in an informal dispute settlement mechanism that restricts the rights and remedies of consumers under the South Carolina Enforcement of Motor Vehicle Express Warranties §56-28-10 *et seq.*, also known as the Lemon Law.
9. That if a vehicle is nonconforming and meets the criteria of the South Carolina Lemon Law, a manufacturer is required to replace the nonconforming vehicle with a comparable vehicle or to “refund to the consumer the full purchase price as delivered including applicable finance charges, sales taxes, license fees, registration fees, and any other similar governmental charges, less a reasonable allowance for the consumer's use of the vehicle.”
10. That the South Carolina Lemon Law defines a reasonable allowance for use as “that amount directly attributable to use by the consumer before his first report of the nonconformity to the manufacturer, agent, or dealer, and must be calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator one hundred twenty thousand and having as its numerator the number of miles that the vehicle traveled before the first report of nonconformity”.
11. That any consumer who finally prevails in any action brought under the South Carolina Lemon Law “may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorney's fees based on actual time expended) and other such costs which are directly attributable to the nonconformity of the motor vehicle determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action, unless the court in its discretion determines that such an award of attorney's fees would be inappropriate”.

12. That the South Carolina Lemon Law, §56-28-10 *et seq.*, does not state that a manufacturer is to receive a credit for any rebates which are applied to a consumer's purchase of a vehicle.
13. That the South Carolina Lemon Law, §56-28-10 *et seq.*, does not state that the amount of a manufacturer's rebate is to be or may be deducted or excluded from the full purchase price formula found in the South Carolina Lemon Law.
14. That the word "rebate" is not used or mentioned anywhere in the South Carolina Enforcement of Motor Vehicle Express Warranties, §56-28-10 *et seq.*
15. That the term "negative equity" as used in the car industry means that a person owes a financial entity more money on a car loan than the car is worth.
16. That American Honda franchised car dealerships will sometimes take a car in as a trade-in on a new vehicle.
17. That sometimes the traded in vehicle will have negative equity.
18. That American Honda franchised car dealerships will sometimes take the negative equity and "roll it" into a car loan used to extend credit to a consumer so he/she can buy a vehicle from that dealership.
19. That the South Carolina Lemon Law, §56-28-10 *et seq.*, does not state that a manufacturer is to receive a credit against the full purchase price as delivered of the car for any negative equity which was added to or made a part of a consumer's purchase of a new vehicle.
20. That the South Carolina Lemon Law, §56-28-10 *et seq.*, does not state that negative equity from a prior car loan from a vehicle used as a trade in on the nonconforming vehicle is to be or may be deducted or excluded from the full purchase price formula found in the South Carolina Lemon Law.
21. That the phrase "negative equity" is not used or mentioned anywhere in the South

- Carolina Enforcement of Motor Vehicle Express Warranties, §56-28-10 *et seq.*
22. That Defendant American Honda prepared the formula and remedies that the NCDS could use if the NCDS found in favor of a consumer.
  23. That the formula Defendant American Honda prepared for the NCDS process excludes rebates and negative equity from the full purchase price of the vehicle.
  24. That the formula Defendant American Honda prepared for use in the NCDS process allows Defendant American Honda a reasonable allowance for use that is calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator one hundred thousand and having as its numerator the number of all accrued miles that the vehicle traveled.
  25. That Defendant American Honda uses the NCDS formula and remedies in its IDSM when the NCDS finds in favor of a consumer.
  26. That the formula Defendant American Honda uses in its IDSM through the NCDS excludes rebates and negative equity from the full purchase price of the vehicle.
  27. That the formula Defendant American Honda uses allows Defendant American Honda a reasonable allowance for use that is calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator one hundred thousand and having as its numerator the number of all accrued miles that the vehicle traveled.
  28. That the formula used by Defendant American Honda is less advantageous to consumers than the South Carolina Enforcement of Motor Vehicle Express Warranties, §56-28-10 *et seq.*
  29. That Defendant American Honda requires the NCDS to use the formula and remedies set forth above when the NCDS administers a dispute and finds in favor of a consumer.

30. That prior to January 1, 2017, Defendant American Honda was aware of the formula and remedies that the NCDS could use should the NCDS arbitrator find in favor of a consumer.
31. That the informal dispute settlement mechanism Defendant American Honda requires consumers to use does not allow prevailing consumers to receive attorney's fees.
32. That Defendant American Honda has not taken any steps to change or alter the informal dispute settlement mechanism or its remedies since January 1, 2016.
33. That on or about March 4, 2017, Plaintiff purchased a 2017 Honda CR-V VIN: 2HKRW1H87HH508034 from East Coast Automotive, LLC.
34. That Plaintiff was a purchaser, other than for purposes of resale, of the 2017 Honda CR-V VIN: 2HKRW1H87HH508034, a private passenger motor vehicle, which is a type normally used for personal, family, or household purposes.
35. That at the time of purchase, the 2017 Honda CR-V had been driven at least 13 miles.
36. That Defendant American Honda issued a three year or thirty-six thousand mile, whichever came first, warranty covering the 2017 Honda CR-V bumper to bumper.
37. That Defendant American Honda's warranty covers the cost of all parts and labor needed to repair the various components in the vehicle that are defective in workmanship or materials.
38. Beginning shortly after Plaintiff purchased this vehicle, and continuing to the present, Plaintiff has returned this vehicle to East Coast Automotive, an authorized agent for American Honda regarding warranty repairs, on a number of occasions and complained that the vehicle has deficiencies including, but not limited to, malfunctions in the computer system, adaptive cruise control system, collision

- mitigation system, road departure mitigation system, blind spot system, daylight beams, and the radio screen.
39. That the Honda CR-V has been in for repairs on more than three occasions, yet it is still unrepaired.
  40. That the Honda CR-V has been out of service for approximately fifty-seven days and is still unrepaired.
  41. That Defendant American Honda, individually and through its authorized agent East Coast Automotive, has failed to conform the vehicle to its warranty in that the vehicle still operates poorly and is nonconforming.
  42. That Defendant American Honda recognizes that the vehicle is nonconforming.
  43. That Plaintiff participated in the arbitration program established by Defendant American Honda by going through the NCDS program.
  44. That Defendant American Honda did not oppose Plaintiff's request for relief through the NCDS program.
  45. That Defendant American Honda did it provide any evidence that it had repaired Plaintiff's CR-V.
  46. That the NCDS hearing officer found in favor of Plaintiff and ordered that the vehicle be repurchased by Defendant.
  47. That the NCDS hearing officer did not award attorney's fees as part of his decision even though said fees were requested by Plaintiff.
  48. That Plaintiff has made a demand on Defendant to accept the return of the subject vehicle pursuant to South Carolina law; however, Defendant has failed and refused to accept the return of the subject vehicle in a timely fashion.
  49. That Plaintiff has had to hire an attorney to represent her in this matter.

**FOR A FIRST CAUSE OF ACTION**  
**(BREACH OF WARRANTIES)**

50. That Plaintiff repeats all prior paragraphs as if repeated herein verbatim.
51. Defendant American Honda expressly warranted to Plaintiff that it would repair defects in parts and/or workmanship in Plaintiff's vehicle.
52. Although Defendant American Honda has attempted to limit Plaintiff's rights under the warranty to the replacement or repair of defects in parts and/or workmanship under the terms of the express warranty, this exclusive remedy has failed to serve its essential purpose, in that Defendant American Honda has failed to correct Plaintiff's vehicle's defects after attempting numerous times to do so.
53. Defendant American Honda impliedly warranted that Plaintiff's vehicle would pass without objection in the trade, that it was of fair average quality for goods of that type, and that it was suitable to be used for the ordinary purposes for which these vehicles are used.
54. Defendant American Honda breached all implied and express warranties to Plaintiff, and as a direct and proximate result of Defendant American Honda's breaches, Plaintiff has suffered actual, consequential and incidental damages.

**FOR A SECOND CAUSE OF ACTION**  
**(VIOLATION OF MAGNUSON-MOSS WARRANTY ACT)**

55. That Plaintiff repeats all prior paragraphs as if repeated herein verbatim.
56. Upon information and belief, Defendant American Honda is a supplier of consumer products engaged in the business of making vehicles directly or indirectly available to consumers.
57. Defendant American Honda failed to comply with its warranty obligations to Plaintiff under its written and/or implied warranties in the following particulars:
  - a. In failing to provide Plaintiff with a vehicle which was free from defects;
  - b. In failing to provide Plaintiff with a vehicle which would pass without objection in the trade;

- c. In failing to provide Plaintiff with a vehicle of fair average quality for goods of that type;
  - d. In failing to provide Plaintiff with a vehicle which was fit for the ordinary purposes for which such vehicles are used; and
  - e. In failing to properly repair, replace or adjust defects in the vehicle's parts and/or workmanship.
58. Plaintiff has afforded Defendant American Honda a reasonable opportunity to cure its failure to comply with its warranty obligations, but Defendant American Honda has failed and refused to do so.
59. Plaintiff is, therefore, informed and believes that she has complied with the requirements of 15 U.S.C. 2301 et seq. to the best of her ability.
60. As a direct and proximate result of the acts above, Defendant American Honda, upon information and belief, has violated 15 U.S.C. 2301 et seq., commonly known as the Magnuson-Moss Warranty Act, and as a direct and proximate result of the Defendant's violation, Plaintiff has suffered actual, consequential and incidental damages, and she has incurred attorney's fees and costs in bringing this action.

**FOR A THIRD CAUSE OF ACTION**  
**(ENFORCEMENT OF MOTOR VEHICLE EXPRESS WARRANTIES)**

61. That Plaintiff repeats all prior paragraphs as if repeated herein verbatim.
62. That Plaintiff notified Defendant American Honda by and through its agent East Coast Automotive that the motor vehicle had not been conformed to Defendant's express warranties.
63. That neither Defendant American Honda, nor its authorized dealer, has been able to conform the motor vehicle to the express warranties which apply to the aforementioned vehicle.
64. That the defects and condition of the vehicle substantially impair its use, market

value and/or safety to Plaintiff.

65. That Defendant has been allowed a reasonable number of attempts to fix the vehicle but it is still unable to conform the vehicle to the applicable express warranties.
66. That Plaintiff is entitled to a refund of her money and the satisfaction of any debt owed to a financial institution.
67. That Defendant has failed and refused to repurchase or replace the vehicle pursuant to Section 56-28-10 et. seq. of the South Carolina Code of Laws, 1976 as amended.
68. That Plaintiff is, therefore, informed and believes that she has complied with the requirements of Section 56-28-10 et. seq. of the South Carolina Code of Laws 1976 as amended.
69. That as a direct and proximate result of the acts alleged above, Defendant, upon information and belief, has violated Section 56-28-10 et. seq. of the South Carolina Code of Laws 1976, as amended, commonly known as the Enforcement of Motor Vehicle Express Warranties Act, and should be required to repurchase the subject vehicle and compensate Plaintiff for her actual, consequential and incidental damages, finance charges, sales taxes, license fees, registration fees and other similar governmental charges, and pay Plaintiff's attorney's fees and costs incurred in bringing this action.

**FOR A FOURTH CAUSE OF ACTION**  
**(UTPA VIOLATION)**

70. That Plaintiff repeats all prior paragraphs as if repeated herein verbatim.
71. That the aforementioned acts and practices of Defendant American Honda, including but not limited to, establishing and/or utilizing an informal dispute settlement mechanism in violation of State and federal law and in failing and

refusing to repurchase or replace the vehicle pursuant to the South Carolina Lemon Law formula, are against the public interest and that these acts and practices are capable of repetition.

72. That Defendant's actions are unfair and deceptive.
73. That Defendant's actions were willful and wanton in that Defendant knew or should have known that its conduct was unfair and deceptive and, therefore, a violation of this State's statutes concerning unfair and deceptive acts and practices.
74. That as a result of Defendant's unfair and deceptive acts or practices in violation of this State's statutes, Plaintiff prays judgment against Defendant for three times the actual damages, together with attorney's fees, together with the costs and disbursements of this action.

**FOR A FIFTH CAUSE OF ACTION  
(REGULATION OF MOTOR VEHICLE DEALERS ACT)**

75. That Plaintiff repeats all prior paragraphs as if repeated herein verbatim.
76. That Plaintiff is informed and believes that the malicious and deceptive acts and practices of Defendant constitutes a violation of Section 56-15-10 et. seq. of the South Carolina Code of Laws 1976.
77. That as a result of Defendant's deceptive acts and practices, Plaintiff has suffered damages in the loss of the value of the vehicle.
78. That as a result of Defendant's violation of this State's Statutes dealing with the regulation of motor vehicle dealers, Plaintiff demands (2) two times her actual damages, together with punitive damages not to exceed three times the actual damages, together with attorney fees, together with the costs and disbursements of this action.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. In the First Cause of Action for actual, consequential and incidental damages

for Defendant's breaches of express and implied warranties;

2. In the Second Cause of Action for a refund of her money, or in the alternative, actual, consequential and incidental damages, together with reasonable attorney's fees and costs for Defendant's violation of 15 U.S.C. 2301 et seq;
3. In the Third Cause of Action for a refund of her money, actual, consequential and incidental damages, together with reasonable attorney's fees and costs for Defendant's violation of Section 56-28-10 et.seq., S.C. Code Ann.;
4. In the Fourth Cause of Action for three (3) times her actual damages, together with attorney's fees, together with the costs and disbursements of this action.
5. In the Fifth Cause of Action for (2) two times her actual damages, together with punitive damages not to exceed three times the actual damages, together with attorney fees, together with the costs and disbursements of this action.
6. For an injunction against Defendant American Honda to prevent it from excluding from its informal dispute settlement mechanism an award of attorney's fees to prevailing consumers.
7. For such other and further relief as this Court deems just and proper.

**C. STEVEN MOSKOS, P.A.**  
**ATTORNEY FOR PLAINTIFF**

BY: s/C. Steven Moskos  
C. Steven Moskos  
4000 Faber Place Dr., Ste. 300  
North Charleston, SC 29405  
Telephone: (843) 763-5297

Charleston, South Carolina  
November 9, 2018

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

Tammy Batten West, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 American Honda Motor Company, Inc. )  
 )  
 Defendant. )

Case No: 2018-CP-266346

**Defendant American Honda  
Motor Co., Inc.'s Answer to  
Plaintiff's Complaint**

Defendant American Honda Motor Co., Inc. ("AHM"), incorrectly captioned and named as American Honda Motor Company, Inc., respectfully files this Answer and Affirmative Defenses to Plaintiff Tammy Batten West's Complaint.

Each and every allegation in the Complaint is expressly denied, except those specifically admitted.

**General Allegations**

1. In response to Paragraph 1 of Plaintiff's Complaint, AHM is without knowledge or information sufficient to form a belief as to the truth of the allegations.
2. In response to Paragraph 2 of Plaintiff's Complaint, AHM admits that it is a California corporation that does business in South Carolina.
3. In response to Paragraph 3 of Plaintiff's Complaint, AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph.
4. In response to Paragraph 4 of Plaintiff's Complaint, AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express

warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph. AHM expressly denies that customers are required to participate in an informal settlement dispute mechanism.

5. In response to Paragraph 5 of Plaintiff's Complaint AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph. AHM further admits that this limited written warranty identifies the National Center for Dispute Settlement as an independent forum for case review.
6. The allegations of Paragraph 6 contain legal conclusions, and therefore no answer is required.
7. Paragraph 7 of Plaintiff's Complaint contains a recitation of United States Code, and therefore no answer is required.
8. AHM denies the allegations brought in Paragraph 8 of Plaintiff's Complaint.
9. Paragraph 9 of Plaintiff's Complaint contains a recitation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.
10. Paragraph 10 of Plaintiff's Complaint contains a recitation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.
11. Paragraph 11 of Plaintiff's Complaint contains a recitation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.
12. Paragraph 12 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.

13. Paragraph 13 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.
14. Paragraph 14 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.
15. Paragraph 15 of Plaintiff's Complaint contains only a statement of fact not directed towards AHM, and therefore no answer is required. AHM is also without knowledge or information sufficient to form a belief as to the truth of the allegations. To the extent an answer is deemed required, AHM denies the allegations in this Paragraph.
16. The allegations contained in Paragraph 16 are directed at independently owned and operated motor vehicle dealerships who are not a party to this litigation and are not directed at AHM, and therefore no answer is required. AHM is also without knowledge or information sufficient to form a belief as to the truth of the allegations. To the extent an answer is deemed required, AHM denies the allegations in this Paragraph.
17. Paragraph 17 of Plaintiff's Complaint contains only a statement of fact not directed towards AHM, and therefore no answer is required. AHM is also without knowledge or information sufficient to form a belief as to the truth of the allegations. To the extent an answer is deemed required, AHM denies the allegations in this Paragraph.
18. The allegations contained in Paragraph 18 are directed at independently owned and operated motor vehicle dealerships who are not a party to this litigation and are not directed at AHM, and therefore no answer is required. AHM is also without

knowledge or information sufficient to form a belief as to the truth of the allegations.

To the extent an answer is deemed required, AHM denies the allegations in this Paragraph.

19.Paragraph 19 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.

20.Paragraph 20 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.

21.Paragraph 21 of Plaintiff's Complaint contains an interpretation of the South Carolina Code of Laws and legal conclusions, and therefore no answer is required.

22.AHM denies the allegations brought in Paragraph 22 of Plaintiff's Complaint

23.AHM denies the allegations brought in Paragraph 23 of Plaintiff's Complaint.

24. . AHM denies the allegations brought in Paragraph 24 of Plaintiff's Complaint.

25.AHM denies the allegations brought in Paragraph 25 of Plaintiff's Complaint.

26.AHM denies the allegations brought in Paragraph 26 of Plaintiff's Complaint.

27.AHM denies the allegations brought in Paragraph 27 of Plaintiff's Complaint

28.AHM denies the allegations of Paragraph 28 of Plaintiff's Complaint.

29. . AHM denies the allegations brought in Paragraph 29 of Plaintiff's Complaint.

30.AHM denies the allegations brought in Paragraph 30 of Plaintiff's Complaint

31.AHM denies the allegations brought in Paragraph 31 of Plaintiff's Complaint

32.AHM denies the allegations brought in Paragraph 32 of Plaintiff's Complaint

33.AHM admits the allegations contained in Paragraph 33 of Plaintiff's Complaint.

34.AHM is without information and knowledge sufficient to form a belief to the allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. AHM is without information and knowledge sufficient to form a belief to the allegations contained in Paragraph 35 of Plaintiff's Complaint.
36. In response to Paragraph 36 of Plaintiff's Complaint AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph. AHM expressly denies the allegation that the limited written express warranty is "bumper to bumper."
37. In response to Paragraph 37 of Plaintiff's Complaint AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph.
38. AHM denies the allegation in Paragraph 38 that East Coast Automotive is an agent of AHM. AHM denies the allegations that the subject 2017 Honda CR-V was defective or had "deficiencies." AHM is also without knowledge or information sufficient to form a belief as to the truth of the remaining allegations raised in Paragraph 38 of Plaintiff's Complaint. To the extent an answer is deemed required, AHM denies the allegations in this Paragraph.
39. In response to the allegations in Paragraph 39, AHM denies that the subject 2017 Honda CR-V was defective, was "unrepaired" or had "deficiencies." AHM also responds that Paragraph 39 contains legal conclusions to which no answer is required. AHM is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations raised in Paragraph 39 of Plaintiff's

Complaint. To the extent an answer is deemed required for the remaining allegations, AHM denies the allegations in this Paragraph.

40. In response to the allegations in Paragraph 40, AHM denies that the subject 2017 Honda CR-V was defective, was “unrepaired” or had “deficiencies.” AHM also responds that Paragraph 40 contains legal conclusions to which no answer is required. AHM is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations raised in Paragraph 40 of Plaintiff’s Complaint. To the extent an answer is deemed required for the remaining allegations, AHM denies the allegations in this Paragraph.

41. AHM denies the allegations in Paragraph 41 of Plaintiff’s Complaint.

42. AHM denies the allegations contained in Paragraph 42 of Plaintiff’s Complaint.

43. In response to Paragraph 43 of Plaintiff’s Complaint, AHM admits only that the Plaintiff initiated a proceeding with the National Center for Dispute Resolution related to the 2017 Honda CR-V. AHM denies any and all other allegations contained in this Paragraph.

44. AHM admits the allegations contained in Paragraph 44 of Plaintiff’s Complaint.

45. AHM denies the allegations contained in Paragraph 45 of Plaintiff’s Complaint.

46. In response to Paragraph 46 of Plaintiff’s Complaint, AHM admits that the National Center for Dispute Resolution issued a ruling, said ruling speaks for itself. AHM denies any and all other allegations contained in this Paragraph.

47. In response to Paragraph 47 of Plaintiff’s Complaint, AHM admits the National Center for Dispute Resolution issued a ruling, said ruling speaks for itself. AHM denies any and all other allegations contained in this Paragraph.

48. AHM denies the allegations in Paragraph 48 of Plaintiff's Complaint.

49. In response to Paragraph 49 of Plaintiff's Complaint, AHM understands that Plaintiff has brought this Complaint by and through the undersigned counsel. AHM is without knowledge or information sufficient to form a belief as to the truth of the allegations raised in Paragraph 49.

**For a First Cause of Action**  
**(Breach of Warranties)**

50. In response to Paragraph 50 of Plaintiff's Complaint, AHM restates and incorporates by reference its response to Paragraphs 1-49 of Plaintiff's Complaint.

51. In response to Paragraph 51 of Plaintiff's Complaint, AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph.

52. AHM denies the allegations in Paragraph 52 of Plaintiff's Complaint.

53. In response to Paragraph 53 of Plaintiff's Complaint, AHM admits that at the time of initial distribution of a new Honda CR-V, there is issued a limited written express warranty containing various terms, limitations, and exclusions which speak for themselves, and denies any inconsistent allegations contained in this Paragraph.

54. AHM denies the allegations in Paragraph 54 of Plaintiff's Complaint and denies that Plaintiff is entitled to the relief requested in Paragraph 54.

**For a Second Cause of Action**  
**(Violation of the Magnuson-Moss Warranty Act)**

55. In response to Paragraph 55 of Plaintiff's Complaint, AHM restates and incorporates by reference its response to Paragraphs 1-54 of Plaintiff's Complaint.

56. In response to Paragraph 56 of Plaintiff's Complaint, AHM admits only that it is the authorized distributor of Honda motor vehicles, which are distributed to independently owned and authorized Honda dealerships. AHM denies the remaining allegations of Paragraph 56.

57. In response to Paragraph 57 and subparts a-e of Plaintiff's Complaint, AHM denies the allegations made in Paragraph 57 and subparts.

58. AHM denies the allegations made in Paragraph 58 of Plaintiff's Complaint.

59. In response to the allegations made in Paragraph 59 of Plaintiff's Complaint, AHM is without information sufficient to form a belief as to the truth of the knowledge and information held by the Plaintiff. To the extent an answer is deemed required, AHM denies the allegations in Paragraph 59.

60. AHM denies the allegations in Paragraph 60 of Plaintiff's Complaint and denies that Plaintiff is entitled to the relief requested in Paragraph 60.

**For a Third Cause of Action**  
**(Enforcement of Motor Vehicle Express Warranties)**

61. In response to Paragraph 61 of Plaintiff's Complaint, AHM restates and incorporates by reference its response to Paragraphs 1-60 of Plaintiff's Complaint.

62. AHM denies the allegations made in Paragraph 62 of Plaintiff's Complaint that East Coast Automotive is an agent of AHM. AHM denies the remaining allegations made in Paragraph 62 of Plaintiff's Complaint.

63. AHM denies the allegations made in Paragraph 63 of Plaintiff's Complaint.

64. AHM denies the allegations made in Paragraph 64 of Plaintiff's Complaint.

65. AHM denies the allegations made in Paragraph 65 of Plaintiff's Complaint.

66. AHM denies the allegations made in Paragraph 66 of Plaintiff's Complaint.

67. AHM denies the allegations made in Paragraph 67 of Plaintiff's Complaint.

68. In response to the allegations made in Paragraph 68 of Plaintiff's Complaint, AHM is without information sufficient to form a belief as to the truth of the knowledge and information held by the Plaintiff. To the extent an answer is deemed required, AHM denies the allegations in Paragraph 68.

69. AHM denies the allegations in Paragraph 69 of Plaintiff's Complaint and denies that Plaintiff is entitled to the relief requested in Paragraph 69.

**For a Fourth Cause of Action**  
**(UTPA Violation)**

70. In response to Paragraph 70 of Plaintiff's Complaint, AHM restates and incorporates by reference its response to Paragraphs 1-69 of Plaintiff's Complaint.

71. AHM denies the allegations in Paragraph 71 of Plaintiff's Complaint.

72. AHM denies the allegations in Paragraph 72 of Plaintiff's Complaint.

73. AHM denies the allegations in Paragraph 73 of Plaintiff's Complaint.

74. AHM denies the allegations in Paragraph 74 of Plaintiff's Complaint and denies that Plaintiff is entitled to the relief requested in Paragraph 74.

**For a Fifth Cause of Action**  
**(Regulation of Motor Vehicle Dealers Act)**

75. In response to Paragraph 75 of Plaintiff's Complaint, AHM restates and incorporates by reference its response to Paragraphs 1-74 of Plaintiff's Complaint.

76. AHM denies the allegations in Paragraph 76 of Plaintiff's Complaint.

77. AHM denies the allegations in Paragraph 77 of Plaintiff's Complaint.

78. AHM denies the allegations in Paragraph 78 of Plaintiff's Complaint and denies that Plaintiff is entitled to the relief requested in Paragraph 78 and the corresponding "WHEREFORE" paragraph.

**AFFIRMATIVE DEFENSES**

**AS A SECOND DEFENSE**  
**(FAILURE TO STATE A CLAIM)**

79. The Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

**AS A THIRD DEFENSE**  
**(EFFECT OF DEFECT)**

80. The alleged defects in the subject vehicle, if any, do not substantially impair its use, market value, or safety.

**AS A FOURTH DEFENSE**  
**(COMPLIANCE WITH OBLIGATIONS)**

81. AHM has completely performed and fulfilled all of its obligations under and pursuant to the only warranty of any kind, either express or implied, written or oral, which it or anyone acting on its behalf has made with respect to the subject vehicle or any of its component parts referred to in the Complaint. This limited written express warranty was provided to the original consumer, purchaser or lessee, at the time of the initial retail sale or lease of the subject vehicle, and this document speaks for itself.

**AS A FIFTH DEFENSE**  
**(MISUSE)**

82. Plaintiff's damages, if any, were caused by misuse, abuse, neglect, failure to provide reasonable and necessary maintenance, unauthorized alteration or

modification of the subject vehicle.

**AS A SIXTH DEFENSE**  
**(ACTS OF THIRD PARTIES)**

83. Plaintiff's damages, if any, were caused by the acts or omissions of third-parties or other entities, for which AHM has or had no control, or right of control, and for whom it is not responsible.

**AS A SEVENTH DEFENSE**  
**(AGENCY)**

84. AHM states that no Honda-authorized selling or servicing dealership is an agent of American Honda Motor Co., Inc., and therefore any alleged representations, acts and/or sales practices of the dealership are not attributable to Defendant American Honda Motor Co., Inc.

**AS AN EIGHTH DEFENSE**  
**(APPLICABLE LEGAL DEFENSES)**

85. To the extent the following affirmative defenses are applicable, based upon the evidence known in this matter or may be determined in the future, and to preserve the same, AHM invokes the following defenses of accord and satisfaction, arbitration and award, contributory negligence, comparative negligence, assumption of the risk, waiver, equitable estoppel, judicial estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, *res judicata*, collateral estoppel, statute of frauds, any applicable statute of repose, and any other matter constituting an avoidance or affirmative defense.

**AS A NINTH DEFENSE**  
**(CONSTITUTIONALITY OF PUNITIVE DAMAGES)**

86. The punitive damages sought are barred by the equal protection, due process, and

excessive fines clauses of the United States Constitution and the South Carolina Constitution. With respect to Plaintiff's demand for punitive damages, AHM specifically incorporates by reference all standards of limitations regarding the determination and enforceability of punitive damage awards which arise in the decisions of BMW of N. Am. V. Gore, 517 US 559 (1996), Cooper Inds., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 425 (2001), and State Farm Mut. Auto Ins. Co. v. Campbell, 123 S. Ct. 1513 (2003).

**AS AN TENTH DEFENSE**  
**(INAPPLICABILITY OF PUNITIVE DAMAGES)**

87. AHM's conduct does not give rise to liability for punitive damages under the law controlling in this action.

**AS AN ELEVENTH DEFENSE**  
**(WAIVER)**

88. AHM's investigation into this matter is continuing, but AHM affirmatively alleges that Plaintiff may have waived any right she may have had to bring this action by virtue of her acts, omissions, conduct, and direct dealings.

**AS A TWELFTH DEFENSE**  
**(ACCORD AND SATISFACTION)**

89. Without admitting the existence of any duties or obligations as alleged in Plaintiff's Complaint, AHM affirmatively alleges that any duties or obligations, contractual or otherwise, which Plaintiff claims are owed by AHM to Plaintiff have been fully performed, satisfied, or discharged.

**AS A THIRTEENTH DEFENSE**  
**(RESERVATION OF RIGHTS)**

90. AHM has not had an opportunity to conduct a sufficient investigation or to engage in adequate discovery regarding the circumstances of Plaintiff's allegations. AHM

intends to act as best it can to inform itself as to the pertinent facts and prevailing circumstances surrounding any reported injury or damage to Plaintiff as alleged in the Complaint and gives notice of its intent to assert any further affirmative defenses that its information gathering process may indicate is supported by fact and law.

**JURY DEMAND**

91. Defendant American Honda Motor Co., Inc. hereby demands a jury trial for all issues so triable.

Having fully answered Plaintiff's Complaint, AHM respectfully requests that Plaintiff take nothing for her Complaint, that the same be dismissed with prejudice on the merits, that AHM have and recover its costs, disbursements, and attorneys' fees incurred in this matter, and that AHM receive all other relief which this Court deems as reasonable and just.

Bowman and Brooke LLP

s/ Patrick Cleary

Patrick J. Cleary

SC Bar No.: 80808

Patrick.cleary@bowmanandbrooke.com

1441 Main Street, Suite 1200

Columbia, SC 29201

Tel.: 803.726.7420

Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

December 11 2018

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STATE OF SOUTH CAROLINA) **TRANSCRIPT OF RECORD**  
COUNTY OF Horry ) CASE NO.: 2018-CP-26-02043

**ORIGINAL**

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January 27, 2021

**BEFORE:** The Honorable William Seals

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TAMMY BATTEN WEST,  
Plaintiff,

vs.

AMERICAN HONDA MOTOR COMPANY, INC.,  
Defendant.

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APPEARANCES VIA WEBEX:

Steven Moskos, Esq.  
Appearing for the Plaintiff.

Patrick Cleary, Esq.  
Appearing for the Defendant.

Official Court Reporter  
Natalie Dahl, RPR

1 **NOTE: Pursuant to Rule 607 (h) (1) (B), SCACR "A Court**  
2 **REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR**  
3 **FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT."**  
4 **All requests for a copy of the enclosed transcript**  
5 **shall be sent to: Natalie Dahl, RPR**  
6 **P.O. Box 762**  
7 **Conway, SC 29526**

8 P-R-O-C-E-E-D-I-N-G-S

9 THE COURT: Gentlemen, I'm ready whenever you  
10 are.

11 MR. CLEARY: May it please the Court. I'm  
12 Patrick Cleary with Bowman and Brooke in Columbia,  
13 South Carolina. I represent American Honda Motor  
14 Company. And before we begin, I would like to thank  
15 Ms. Suggs for taking the time yesterday to do a  
16 practice run with me. It is very appreciative on my  
17 end, and my client appreciates it. It helped to  
18 reduce any stress I had before today.

19 We are here on a number of motions filed by  
20 plaintiff and defendant in the Tammy West versus  
21 American Honda Motor matter. The first motion that  
22 was filed was a motion for protective order filed by  
23 American Honda last August. To help kind of frame the  
24 issues for the Court, I have a PowerPoint; and with  
25 the Court's permission, I would like to share it.

THE COURT: That would be good, thank you.

MR. CLEARY: Thank you, Your Honor. Can everyone  
see this PowerPoint?

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1 THE COURT: Yes.

2 MR. CLEARY: To get background for the case.

3 This is a new vehicle express warranty action arising  
4 from South Carolina Code Annotated 58-28-10. Ms. West  
5 purchased a new 2017 Honda CRV on March 4, 2017 from  
6 East Coast Honda, which is just kind of south of  
7 Myrtle Beach. The vehicle was sold with a limited  
8 express new vehicle warranty of three years, 36,000  
9 miles. Ms. West's full purchase price was \$32,160,  
10 about 1364 as a down payment, the rest financed  
11 through a loan from South State Bank.

12 She experienced issues with the collision  
13 warning, lane-keep-assist, some of the driver assisted  
14 features on the vehicle. She received a number of  
15 repairs from June 2017 to September 2018 for these  
16 issues. Ms. West still has the vehicle and currently  
17 driving the vehicle. All warranty repairs were free  
18 for Ms. West. Honda is committed to Ms. West's  
19 satisfaction in this case, and we have been the entire  
20 time.

21 To give a little bit of a timeline, July 25, 2018  
22 plaintiff requested that Honda repurchase the vehicle.  
23 Two months later she requested a hearing through the  
24 National Center for Dispute Settlement, which is a  
25 non-litigation third-party dispute process. It is not

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1 binding on Ms. West. This is expressly committed by  
2 Statute 56-28-610. The hearing was set for  
3 October 22, 2018. October 18, 2018 we wrote counsel,  
4 Mr. Moskos, and said we agree to voluntarily  
5 repurchase your client's vehicle per state guidelines.  
6 The third-party hearing was held October 22, 2018.  
7 Customer's request for repurchase was granted. Under  
8 the State guidelines and state statute, the customer  
9 is entitled to a refund of the full purchase price,  
10 less a mileage deduction. The third-party determined  
11 it was 1705 miles; so a slight deduction from the full  
12 purchase price is what she was entitled to.

13 Plaintiff, as her right, decided to reject that  
14 offer. Honda, again, in the interest of customer  
15 satisfaction, extended the offer to repurchase the  
16 vehicle. It said while we understand you have  
17 rejected this offer, we've agreed to comply. If your  
18 client wants us to repurchase the vehicle, we will do  
19 so.

20 Some of the applicable law here really comes out  
21 of 56-28-40. If there is an inability to repair the  
22 vehicle, and pursuant to the expressed warranty, the  
23 customer can return the vehicle and the manufacturer,  
24 Honda, has to refund the full purchase price, less a  
25 mileage deduction; so, essentially, it is for every

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1 mile, you divide it by 120,000, and that is the  
2 mileage deduction.

3 (A brief pause in the proceedings.)

4 MR. CLEARY: To go back to the applicable law, if  
5 plaintiff recovers -- and I'll share my screen again.  
6 If plaintiff recovers, attorney's fees are permissive;  
7 they are not mandatory. So let's talk about the steps  
8 Honda has taken for customer satisfaction -- talk  
9 about the events post-suit, excuse me.

10 On November 13, 2018, plaintiff filed her  
11 complaint. From January to April 2019 Honda made  
12 multiple settlement offers to the plaintiff, all of  
13 which included an offer to repurchase Ms. West's CRV.  
14 April 19th, Honda responded to plaintiff's written  
15 discovery. Virtual mediation was held April 1, 2020.  
16 Honda again filed an offer of judgment on April 3,  
17 2020, including repurchase and attorney's fees.  
18 August 17, 2020, and the reason for the first motion,  
19 plaintiff sent a Rule 30(b)(6) notice to American  
20 Honda.

21 January 15<sup>th</sup>, Honda again filed an offer of  
22 judgment, which is still open as of this hearing. The  
23 only issues outstanding in this case are the amount of  
24 attorney's fees that Mr. Moskos says he is entitled  
25 to. Honda, before the litigation and throughout the

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1 litigation, offered to repurchase Ms. West's vehicle  
2 from her. There was an issue about confidentiality,  
3 whether any settlement would be confidential; Honda's  
4 most recent offer of judgment removes that. This is a  
5 letter from Mr. Moskos dated August 25, 2020.

6 Again, while Honda may have offered a full  
7 repurchase amount to Ms. West for the repurchase of  
8 her vehicle, it has not agreed to compensate her for  
9 her attorney's fees, as an incorrect reading of the  
10 expressed warranty statute implies. Our offer of  
11 judgment filed January 15, 2021 included a repurchase  
12 of Ms. West's vehicle, payment of \$44,160.84 plus any  
13 interest fees. Of this amount, that is more than the  
14 full purchase price of \$32,160 that Ms. West paid four  
15 years ago, and it includes \$10,000 payable to  
16 Mr. Moskos for attorney's fees.

17 We've included a full and complete settlement  
18 agreement with our offer: the process to recover the  
19 vehicle, satisfy any liens, and have clear title to  
20 the vehicle, and remove any confidentiality  
21 provisions.

22 Plaintiff filed a notice of deposition under Rule  
23 30(b)(6) last August. She demanded a Honda employee,  
24 probably from California, to travel to South Carolina  
25 for an in-person deposition on September 9, 2020. He

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1 did not agree to a virtual deposition. There are 21  
2 topics in said notice. Erroneously, it was directed  
3 to the dealership, East Coat Honda. It is not about  
4 the Honda CRV vehicle, but it is all about Ms. West's  
5 purchase of the vehicle and the repairs of the  
6 vehicle, and to an extent, making sure that the  
7 dealership submits warranty repairs to Honda. Honda  
8 timely filed this motion for a protective order on  
9 August 26, 2020. Essentially, there is no need for  
10 this corporate witness deposition. Plaintiff has been  
11 offered more than she's entitled to under the statute.  
12 Honda has offered attorney's fees, which are  
13 permissive, not mandatory, and there is no need to  
14 submit a Honda employee to travel to South Carolina  
15 for a deposition, which all it can do is drive up  
16 attorney's fees instead of reaching resolution in this  
17 matter, which is what Honda has tried to do from even  
18 before the pendency of this litigation.

19 Then, second, Honda filed a motion for protective  
20 order related to production of documents in April. As  
21 I mentioned earlier, Honda responded to discovery  
22 requests. We identified and produced many applicable  
23 documents. We also identified certain documents as  
24 confidential business documents and said we would  
25 produce, after a protective order was entered, the

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1 service manual for dealerships, certain internal  
2 warranty records, and certain internal customer  
3 handling guidelines. It was not until October of last  
4 year, 2020, that the plaintiff demanded production.  
5 Our position is very simple: We'll produce them as  
6 long as a protective order is entered. We have sent a  
7 copy of said protective order to Mr. Moskos.  
8 Mr. Moskos, so far, has refused to sign it.

9 Thank you, Your Honor, and I'll entertain any  
10 questions.

11 THE COURT: Thank you. Any response to that?

12 MR. MOSKOS: Well, Your Honor, Mr. Cleary went  
13 over a number of items, which actually go into other  
14 motions that I have, but there are some things that he  
15 left out that I think need to be added in. The -- one  
16 of the stark differences, and I'm going to say  
17 "inaccuracies" about what he said, was the law that  
18 applies here and what he showed you as far as the  
19 statute goes. He pulled up 56-28-40 or 50, which  
20 talks about the repurchase formula. The problem with  
21 that is what he told you was only part of the formula,  
22 because when you read the statute -- let me get it up  
23 here real quick. When you look at 56-28-40, it talks  
24 about the refund coming to my client, and that is the  
25 full purchase price as delivered. The manufacturers

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1 tend to leave off those two very important words. As  
2 delivered, in the statute, includes not only the  
3 purchase price and down payment and any sort of  
4 trade-in, but it includes any interest paid on the  
5 loan by my client. As of today, and I think  
6 Mr. Cleary tried to say that the full purchase price,  
7 for the purposes of this statute, was \$32,160; that is  
8 inaccurate. As of today, the full purchase price is  
9 \$34,219.18. \$34,219.18, some of which has to go to  
10 the bank in order to pay off the loan.

11 Now, the -- let me back up and talk about the  
12 process, how the "Lemon Law" works, and I'll talk  
13 about how it works in reality. The way the process is  
14 set up is that the customer buys a car. If he or she  
15 experiences a problem during the warranty, he or she  
16 is supposed to take it to an authorized repair  
17 facility; in this case, we're talking about East Coast  
18 Honda. You take it in for the repair. If they can  
19 fix it, great. If not, you can elevate that concern  
20 by contacting American Honda and trying to get it  
21 resolved that way.

22 The next step in the process is if you are not  
23 satisfied with the repairs, then you can file through  
24 the National Center for Dispute Settlement in this  
25 informal -- what the law calls an "informal dispute

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1 settlement mechanism." This is a non-binding  
2 arbitration put together by and paid for by, in this  
3 case, American Honda.

4 So the consumer has to go to this process. The  
5 decision made by whoever they pick as an arbitrator is  
6 non-binding on the consumer. So the consumer can  
7 reject it if he or she wants. If they accept it, it  
8 becomes binding on the manufacturer. Now, this  
9 process does not allow a consumer to request  
10 attorney's fees; those are not dealt with. If you  
11 take a look in -- I filed an affidavit. I can't  
12 remember if it is part of my memorandum in support of  
13 motion, my motion for summary judgment, or attached to  
14 Ms. West's affidavit, but there is the decision from  
15 the NCDS, and it lists on the back what it doesn't  
16 allow. Nonetheless, you go through this process. If  
17 you accept the decision, fine; the matter is over and  
18 you get whatever the award is. If you choose to, you  
19 can decline the offer or the award, and then file  
20 suit.

21 Now, in this case, as stated in Ms. West's  
22 affidavit, what happened is she -- a month after  
23 buying this vehicle, she started having warning lights  
24 coming on her dash that relate to all of these sensors  
25 on the vehicle saying that she's moving out of the

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1 lane or that there are people in her blind spot, those  
2 types of things. I have attached those to her  
3 affidavit for your review. So she takes it in. She  
4 calls immediately upon seeing these problems at  
5 1705 miles. She takes it in about ten days later, and  
6 they basically tell her if -- at that point, she's  
7 complaining about the problem, but the warning lights  
8 are not on and the dealership basically goes if the  
9 lights aren't on, we can't work on it; so she has to  
10 leave.

11 Over the next six months, lights are coming on,  
12 but she can't get over to the dealership in time. She  
13 takes it in in October of 2017, and they work on it  
14 and work on it and work on it. She has invoices  
15 indicating that the vehicle was out of service at  
16 least 53 days. We took the deposition of East Coast  
17 Honda. They stated that their service adviser says  
18 the vehicle was out of service around 73 days; so  
19 that's a long time. That is important because that is  
20 something in the statute, which we can talk about in  
21 just a minute.

22 But, nonetheless, Ms. West, before hiring me,  
23 called American Honda and told them about the problem.  
24 They basically said keep taking it back to the  
25 dealership. She finally wrote to them in July of, I

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1 believe it was, 2018. She writes to them and outlines  
2 everything. I mean, there is -- this is attached to  
3 her affidavit. It is a very extensive letter with a  
4 spreadsheet showing all of the problems, who she  
5 talked to, everything about this vehicle and the  
6 problems she was experiencing with this vehicle. No  
7 response from American Honda. She then hires me. We  
8 begin going through the non-binding process. The  
9 non-binding process is the same in every case; you  
10 know, the manufacturer just isn't going to pay  
11 attorney's fees. Right away they are creating  
12 litigation because they don't entertain attorney's  
13 fees. None of the information that has been provided  
14 by American Honda for today's hearing shows that they  
15 were willing to pay any sort of attorney's fees prior  
16 to filing suit.

17 After we got involved in the lawsuit, we started  
18 moving forward. Mr. Cleary is correct; he did send an  
19 offer of judgment. He had been sending -- or we had  
20 dealt with some settlement negotiations, but American  
21 Honda wanted confidentiality. So for almost two  
22 years, we have been wrestling with confidentiality.  
23 The dilemma that we have in these kinds of cases is we  
24 can't deal with attorney's fees until we get the  
25 entire case settled. I'll give you a perfect example,

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1 because this happened to me. I settled a case with  
2 GM. My client was going to get X amount dollars. GM  
3 wanted to know my fees. I told the fellow what they  
4 were. They said, Great, we'll settle the case. Then  
5 they sent me this release and spent probably another  
6 \$5,000 worth of time going back and forth as to what  
7 was in the release. When I mentioned to them that,  
8 you know, we needed to adjust the attorney's fees, the  
9 answer was, no, you have already agreed to the fees.

10 The point is I have to work out all of the  
11 settlement terms, then I have to work out what the  
12 release terms are, and then we deal with attorney's  
13 fees. I've explained this to Mr. Cleary and explained  
14 this to all of the defense attorneys. We need to get  
15 all of this worked out so that we can deal with the  
16 attorney's fees. The attorney's fees don't stop.  
17 Mr. Cleary's don't stop; mine don't stop.

18 Now, in this case the South Carolina "Lemon Law"  
19 does not allow for confidentiality. The first -- and  
20 this is part of my motion to strike the  
21 confidentiality agreement -- excuse me, excuse me --  
22 motion to strike the offer of judgment, which was  
23 filed last April. The problem there is that there was  
24 no release attached to that offer. So I have no way  
25 of determining what that -- what the terms are in

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1 order to advise my client, hey, take it or don't take  
2 it. I'm assuming that it is the one that Mr. Cleary  
3 and I were dealing with at roughly the same time.  
4 Mr. Cleary, by filing the offer of judgment, put me in  
5 a bind because the situation is this: The release we  
6 were talking about contains a confidentiality  
7 agreement. In order to accept an offer, I have to put  
8 that offer or make sure that offer is in the record.  
9 Simply by putting that offer in the record, I have  
10 laid out the confidentiality agreement and created a  
11 problem for me and my client. Obviously, I can't  
12 accept an offer of judgment like that.

13         Additionally, the offer of judgment is covering  
14 all kinds of different people, entities, individuals,  
15 dealerships. It's covering a whole array of people  
16 and entities that are not involved in this lawsuit. I  
17 can deal with the motion to strike in a little bit. I  
18 can deal with that in a little bit, but I understand  
19 that the Court is having difficulty with the Covid-19  
20 virus and all of the courts are shut down. My  
21 expectation is when they open up, I'll be getting  
22 calls from a lot of places saying show up and be ready  
23 to try your case; you have had plenty of time to do  
24 so.

25         Well, I don't have just one cause of action, I

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1 have five causes of action. There are some expenses  
2 that we believe should have been covered under the  
3 warranty. They are not part of the Lemon Law case.  
4 We also have an unfair and deceptive act of practice  
5 case. We believe it is unfair for a manufacturer to  
6 set up a process whereby a consumer is automatically  
7 locked out of attorney's fees, and there are some  
8 other issues dealing with rebates and negativity  
9 equity and all of that, which is not part of this  
10 case, at least -- at least not at this point.

11 We believe that the way the process is set up  
12 creates an unfair process for consumers, including  
13 Ms. West. So what I've been trying to do is to get  
14 documentation from American Honda. I have filed a  
15 motion to compel. The motion to compel has as  
16 exhibits defendant's responses to my discovery, and  
17 the answers themselves are full of improper  
18 objections. It starts off with these general  
19 objections, boiler plate objections. There is a case,  
20 Curtis versus Time Warner by Judge Joseph Anderson  
21 which talks about this; of course, it is on the  
22 federal level, not the State level.

23 At the end of the day, the judge is saying that  
24 objections that state the discovery request is vague,  
25 overly broad, or unduly burdensome or standing alone,

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1 meaningless, and will be found meritless by this  
2 Court. The party objecting on these grounds must  
3 explain the specific and particular way in which a  
4 given request is vague, overly broad, or unduly  
5 burdensome.

6 The discovery responses then -- and there are a  
7 number of them. I don't know how much you want to go  
8 into that, Judge. I don't want to bore you, but there  
9 are -- as I said, Judge Anderson's case that says  
10 these are improper, these boiler plate objections.  
11 Judge Roger Young made it very clear to the Charleston  
12 bar many years ago not to be doing that, and he sent  
13 out a memorandum talking about a Delaware case that  
14 finds this kind of -- these kinds of boiler plate  
15 objections unresponsive and improper. Nonetheless,  
16 when you start looking at the discovery, a lot of it  
17 is circular and refers to responses from other  
18 interrogatories, and they are not productive.

19 Additionally, the defendant has said instead of  
20 -- the defendant has identified some documents, and  
21 I'm trying to remember -- there were like 150,  
22 roughly, documents that the defendant is withholding  
23 until such time as a confidentiality and/or protective  
24 order is in place. I've asked for a privilege log,  
25 and I have not received one yet. So I don't know if a

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1 confidentiality agreement or protective order is  
2 actually necessary other than the fact that the  
3 defendant says these are trade secrets or there are  
4 certain reports or conversations that the manufacturer  
5 had with -- I'm trying to see if I can -- "tech line  
6 contact reports." My expectation is that the  
7 dealership called the tech line to get information on  
8 how to repair this vehicle. I don't know why that's  
9 confidential. I don't know why that is in any way  
10 privileged. The defendant says there are confidential  
11 sections of the ACS files, a CRRS report; I don't know  
12 what that is, no idea.

13 So, at this point, unless American Honda is going  
14 to put together a privilege log, I can't agree to any  
15 kind of confidentiality. The question becomes: Why  
16 is this all important? Well, here is the rub, too,  
17 Judge. My understanding is American Honda is not  
18 admitting any liability. They are not saying they did  
19 anything wrong. They are just going to say that they  
20 are going to fall on the sword and buy this vehicle  
21 back. Well, attorney's fees are an issue. We can't  
22 get to the issue of the attorney's fees until we  
23 resolve the underlying case.

24 Now, if American Honda is not going to pay the  
25 attorney's fees, then we have a problem. I have to

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1 have a decision in my favor in order to make an  
2 application to the Court. In order to be successful  
3 at trial, I need to have the information that American  
4 Honda is withholding, and I'm simply asking that that  
5 information be provided.

6 Let me see here. I don't know if you want me to  
7 go through the discovery, Judge, and look at it, or if  
8 you -- I want to make sure -- I'm just rambling on, so  
9 if I missed something.

10 THE COURT: Mr. Cleary, would it help you if we  
11 went through discovery one by one?

12 MR. CLEARY: Your Honor, if that is the Court's  
13 preference, I'm happy to do so. I think -- let's talk  
14 about documents. We have identified the documents.  
15 We are happy to produce them. We identified them  
16 under Rule 26(b)(7). They are confidential internal  
17 Honda records. They have to do with our processes for  
18 how we evaluate -- particularly Ms. West's  
19 complaint -- and who sees them. If a standard  
20 protective order is entered, we're pleased to produce  
21 those. If Counsel has specific questions about our  
22 discovery responses, I would be happy to entertain  
23 those. In the nearly 18-month period between when we  
24 responded to discovery and his motion, I would be  
25 happy to entertain that separately outside the Court's

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1 involvement. If Counsel has indicated he's not  
2 willing to sign a protective order, we're at an  
3 impasse on the 26(c)(7) issue. If there are certain  
4 discovery requests or interrogatories that you feel he  
5 needs more information, I'm happy to discuss with him.  
6 That issue is not one that I think is really  
7 dispositive on the issue.

8 So does that answer your question, Your Honor?

9 THE COURT: I think so. Let's move on to the  
10 summary judgment motion. I think I have enough  
11 information to move on to the other stuff.

12 MR. MOSKOS: Thank you, Your Honor.

13 MR. CLEARY: I would note for the record that it  
14 was my understanding from the Court that you wanted  
15 any supporting documentation or memorandum in support  
16 filed no later than January 15, 2021 for this hearing.  
17 Just for the record, Counsel did not file any  
18 supporting materials until last Friday the 22<sup>nd</sup>, so  
19 I just wanted that to be on the record.

20 THE COURT: I understand. Let's move forward  
21 with the summary judgment.

22 MR. MOSKOS: Yes, sir. I have filed a brief in  
23 support of my motion, as well as an affidavit from  
24 Ms. West. What I have tried to do is just go through  
25 this in a bare bones fashion so that we can deal with

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1 damages, because I think that is where we have to be.  
2 As I said, American Honda has not admitted liability,  
3 even though it is agreeing to buy back this vehicle.

4 In order to be successful under the South  
5 Carolina Lemon Law, it has to show there is a  
6 non-conformity in the vehicle, a defect which  
7 substantially impairs the use, value, or safety of the  
8 vehicle; that the problems occurred within the  
9 warranty period; and that the problems, one, occurred  
10 three or more times and are still subject to repair;  
11 or, two, the vehicle is out of service for  
12 accumulative amount of 30 days or more.

13 In this particular case, as Mr. Cleary said, my  
14 client paid \$32,160 on the day she bought it; that was  
15 March 4, 2017. She began having problems within a  
16 month and notified -- this is important -- the mileage  
17 -- there is a formula. I believe it is on Page 4 of  
18 my memorandum that I explain the formula. Basically,  
19 it's the full purchase price as delivered, which  
20 includes interest on any loan for the vehicle, minus a  
21 reasonable allowance for mileage. The reasonable  
22 allowance for mileage is determined -- that is subject  
23 to an offset is that amount of mileage attributable to  
24 the consumer up to the first report of the  
25 non-conformity to the dealership. At the time -- and

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1 this is attached to Ms. West's affidavit -- are  
2 pictures. You can see the dash cluster, and it shows  
3 1705 miles; that is when she contacted East Coast  
4 Honda. So she had 13 miles on the vehicle at the time  
5 of purchase -- well, actually it was more, but that is  
6 what they put on the affidavit and Notification of  
7 Sale of Motor Vehicle. So you subtract 13 from  
8 1705 miles, and divide that by 120,000; that equals  
9 the purchase price.

10 Now, Ms. West took this vehicle in. She had  
11 problems relating to the computer system; what is  
12 called the adaptive cruise control system, the  
13 collision mitigation system, road departure mitigation  
14 system, blind spot system, the daylight beams were  
15 coming on when they weren't supposed to, or not coming  
16 on when they were supposed to, and the radio screen on  
17 the side console, where everything is now going these  
18 days, was not working right. Ms. West says that these  
19 are substantial impairments to her use, value, or  
20 safety of the vehicle. She drives this from home to  
21 work every day. If you are driving and all the sudden  
22 warning lights are going off, that is pretty scary.

23 We took the deposition of East Coast Honda and  
24 the service manager for East Coast Honda. His  
25 deposition transcript -- or portions, excerpts -- are

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1 attached to my memorandum as Exhibit B. He states  
2 that the problems that she was experiencing  
3 substantially impaired the use, value, or safety of  
4 the vehicle. They can be safety issues.

5 If you total up the time on the repair invoices,  
6 it comes up to 57 days. I've attached as Exhibit C to  
7 my memorandum, basically, a -- I'm trying to think of  
8 the magic words -- summary of the repairs done to this  
9 vehicle. The vehicle continues to malfunction. As I  
10 said, one of the things that has to happen is American  
11 Honda has to receive notice from Ms. West for a final  
12 repair opportunity. She sent that to them, and it was  
13 received August 1, 2018 by American Honda. American  
14 Honda did not respond at all to that request. So, you  
15 know, when American Honda talks about how much it  
16 wants to take care of its customers, this is only  
17 after an attorney is involved.

18 Now, she participated in the non-binding  
19 arbitration. The arbitrator found in her favor. That  
20 order, that award, can be entered into evidence  
21 against American Honda as an affirmative finding, and  
22 that is part of the Magnuson-Moss Warranty Act, a  
23 federal statute found at 15 USC 23-10; that is the  
24 applicable section.

25 There are a couple of defenses offered by the

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1 Lemon Law. If a manufacturer can show that problems  
2 with the vehicle does not substantially impair the  
3 use, value, or safety of the vehicle, the customer  
4 cannot prevail. American Honda, while having said  
5 that -- American Honda put in a number of affirmative  
6 defenses, none of which have been supported by any  
7 evidence, including that the vehicle problems do not  
8 substantially impair the use, value, or safety of the  
9 vehicle.

10 Additionally, the Lemon Law allows a defense of  
11 abuse, neglect, modification, or alteration of the  
12 vehicle by the consumer. American Honda has not  
13 produced any evidence to show that Ms. West has  
14 abused, neglected, modified, or altered this vehicle  
15 in any way; therefore, the two defenses allowed by the  
16 Lemon Law do not apply in this case.

17 Going to the "damages" section -- this is Page 4  
18 of my brief, Your Honor. There are two formulas; one  
19 is coming up with the mileage deduction. As I said,  
20 that is the full purchase price. That is not what she  
21 paid on the day of purchase; that includes the  
22 interest that is added -- that has been paid so far.  
23 So you have the full purchase price, multiplied by a  
24 fraction. The mileage attributable to Ms. West's use  
25 of the vehicle, the 1705 minus 13, divided by 120,000;

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1 that gives you the mileage deduction. In this case,  
2 the mileage deduction is \$489.39. You take that  
3 mileage deduction and you put it in the repurchase  
4 formula, which is the full purchase price as  
5 delivered, minus the reasonable allowance for mileage,  
6 and that leaves American Honda owing \$34,219.18.

7 Now, the issue, to me, is pretty straightforward:  
8 American Honda owes this money. They have not put up  
9 any sort of defense to this, and I'm asking the Court  
10 to find in my client's favor in the amount of  
11 \$34,219.18. Here is the dilemma, though. Until such  
12 time as the Court orders that, I cannot make my  
13 application for attorney's fees. So what we want is  
14 for the Court to order the \$34,219.18 as a judgment  
15 against American Honda, allow us to come back to you  
16 and make our motion for attorney's fees so that we can  
17 conclude this matter. And, then, I can present the  
18 evidence to you that shows that the time is -- was  
19 reasonably extended.

20 Mr. Cleary talked about the fees being  
21 discretionary. Let's see. The wording of the Statute  
22 56-28-50(d) is interesting. I -- to me, it is not  
23 necessarily discretionary. It says: "Any consumer  
24 who finally prevails in an action brought by this  
25 chapter may be allowed by the Court to recover as part

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1 of the judgment a sum equal to the aggregate amount of  
2 costs and expenses, including attorney's fees based on  
3 actual time expended, and other costs which are  
4 directly attributable to the non-conformity of the  
5 motor vehicle determined by the Court to have been  
6 reasonably incurred by the plaintiff for or in  
7 connection with the commencement and prosecution of  
8 this action unless -- and here is the key provision --  
9 unless the Court in its discretion determines that  
10 such an award of attorney's fees would be  
11 inappropriate."

12 That is a high standard. We can deal with that  
13 on the attorney's fee side, but it is not simply just,  
14 you know, I don't think attorney's fees should be  
15 awarded or reduced. American Honda has to show that  
16 those fees were inappropriately generated; that is for  
17 another time, but --

18 THE COURT: You want to reply to that, briefly?

19 MR. CLEARY: Yes, Your Honor, and thank you. I  
20 think one point that Mr. Moskos talked about was the  
21 attorney's fees for the pre-suit issue. The informal  
22 dispute process, which Honda and many other automobile  
23 manufacturers have, according to 58-26-60, is there is  
24 no requirement under the Federal Trade Commission or  
25 South Carolina law that attorney's fees be awarded as

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1 part of that; and so, therefore, if Mr. Moskos doesn't  
2 agree with that law, he has a remedy. The remedy is  
3 to go to the member of the General Assembly and ask  
4 that the statute be changed. That really is not  
5 relevant on this issue, but I think it colors some of  
6 the discussion that we had.

7 In terms of plaintiff's motion for summary  
8 judgment. We really don't have a position on the  
9 vehicle itself. There is no dispute that Ms. West's  
10 vehicle had a number of issues. Thankfully, it was  
11 able to be repaired, although it took a long time.  
12 You know, before the repairs were completed, Ms. West  
13 sent American Honda a written notice asking for  
14 repurchase. We went through the repurchase process.  
15 We didn't contest it. We agreed to repurchase the  
16 vehicle.

17 In terms of the Chapter 56 provisions, we agree  
18 that the vehicle had -- was out of service for a  
19 number of days; that's never been the issue here. The  
20 issue has never been in this case whether Ms. West was  
21 entitled to repurchase. Honda made that abundantly  
22 clear that we would repurchase the vehicle. The rub  
23 here has been the settlement and needing to have some  
24 sort of finality to reach a settlement. It's kind of  
25 like shooting at a moving target, Your Honor. My

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1 client, who reached a settlement, needs to be able to  
2 say this is how much we're paying for the repurchase,  
3 this is how much of that goes to the lien, this is how  
4 much is payable to Ms. West and Mr. Moskos, this is  
5 how much is attorney's fees, and this is the process  
6 for getting a clear title and recovering the vehicle;  
7 that has been our challenge. The challenge has never  
8 been whether or not Honda would repurchase or whether  
9 Ms. West is entitled to repurchase; it is the getting  
10 the finality for the total resolution of this case,  
11 and that is the rub, frankly, since January of 2019.

12 So if you have any questions, I'll be happy to  
13 entertain them.

14 THE COURT: Are you saying that Honda is  
15 admitting liability, or not?

16 MR. CLEARY: We're taking no position on it, Your  
17 Honor. If the Court finds liability, we accept that.

18 THE COURT: I'll take it under advisement and let  
19 you know something this week.

20 MR. MOSKOS: Your Honor, I appreciate that. I  
21 just want to, I guess, remind you that there are two  
22 other motions. One is the motion to compel discovery  
23 responses, and the other one is the motion to strike  
24 the offer of judgment. Since the filing of my motion,  
25 Mr. Cleary filed a second offer of judgment; I think

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1 that is also inappropriate. I may have to file  
2 another motion on that. But, anyway, if you are going  
3 to take that all under advisement, I want to be sure  
4 that all of those are resolved.

5 THE COURT: Yeah, I think so. I have it. All  
6 right. I'll let you know. Thank you.

7 (Whereupon, the hearing concluded.)  
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CERTIFICATE OF REPORTER

State of South Carolina)

County of Horry )

I, Natalie Dahl, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the proceedings of the captioned case, relative to appeal, in the Court of Common Pleas for Horry County, South Carolina, on the 27th day of January, 2021.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 6, 2022

**NATALIE DAHL, RPR**

-----  
Natalie Dahl, RPR

Court Reporter

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STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS

COUNTY OF Horry ) 2018-CP-26-06346

Tammy Batten West, )  
 )  
 Plaintiff, ) **Transcript of Record**  
 )  
 vs. )  
 ) **MAY 17, 2021**  
 American Honda Motor Company, Inc., )  
 )  
 Defendant. )  
 )

---

**B E F O R E:**

Honorable Paul M. Burch  
Horry County Courthouse  
Conway, South Carolina

**A P P E A R A N C E S:**

C. Steven Moskos, Esquire  
**Attorney for Plaintiff**

Patrick J. Cleary, Esquire  
**Attorney for Defendant**

Sallie Beth Todd  
**Circuit Court Reporter**



1           **THE COURT:** All right. Y'all want to put something on  
2 the record?

3           **MR. MOSKOS:** Yes, Your Honor. This is -- Your Honor, my  
4 name is Steve Moskos. I represent Tammy West in a case she  
5 brought against American Honda Motor Company. This is 14 on  
6 your roster today. It is my understanding that my client and  
7 Honda have reached an agreement to settle this or resolve this  
8 case.

9           Honda has agreed to pay \$34,776.51 to repurchase Ms.  
10 West's, I believe, it's a 2017 Honda CRV. Out of that will  
11 come the amount to pay off the back of \$10,000, roughly around  
12 \$10,160 plus a per diem which will be paid to the bank  
13 directly by Honda. Ms. West will transfer the car back to  
14 Honda and sign all of the necessary documents to do so. My  
15 expectation is that this will be done over at East Coast  
16 Honda. Honda has sent us, previously sent us a turn-in policy  
17 sheet. I agreed to that last week with Mr. Cleary, so we will  
18 continue to use that turn-in policy from Honda. We are going  
19 to submit the issue of costs and attorney fees to the Court.  
20 We will -- the payment as address, as what I've just said is  
21 going to be made under the South Carolina Lemon Law. As I  
22 stated in chambers, Judge Seals found for Ms. West on her  
23 summary judgment motion on the issue of liability only. And  
24 this week we would have been trying the damages portion, now  
25 that has been resolved. And we are willing to withdraw the

1 other claims, the warranty claims and the UTPA claim as part  
2 of the resolution of this case.

3 **THE COURT:** Mr. Cleary.

4 **MR. CLEARY:** The only thing to just confirm for the  
5 record with Mr. Moskos to reflect what we discussed is that  
6 plaintiff is going to withdraw her first cause of action, her  
7 second cause of action, her fourth cause of action, that's the  
8 unfair trade practices, and the fifth cause of action, the  
9 Regulation of Dealers Act cause of action. And we understand  
10 from you that Mr. Moskos is to submit an affidavit and a  
11 motion for fees and costs, we've discussed this in chambers.  
12 And like I said, my client is even willing to increase what we  
13 discussed in chambers by 50 percent to \$15,000 to try and  
14 resolve this issue without the need of any additional  
15 involvement of the Court.

16 **THE COURT:** Okay.

17 **MR. MOSKOS:** I will be submitting my information to the  
18 Court, Judge.

19 **THE COURT:** All right.

20 **MR. MOSKOS:** Is there a time period that we're trying to  
21 make here? I just want to move this as fast as possible. As  
22 I said, I have vacation plans next week and I'm going to try  
23 to get it in this week to you. Obviously, Mr. Cleary will  
24 need some time to respond. But I didn't know what kind of  
25 time frames we were looking at.



STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
Case No: 2018-CP-2606346

Tammy Batten West, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 American Honda Motor Company, Inc. )  
 )  
 Defendant. )

**Defendant American Honda  
Motor Co., Inc.'s Motion for  
Status Conference**

Defendant American Honda Motor Co., Inc., by and through undersigned counsel, requests a status conference with this Court at the convenience of the Court to discuss the current status of the case and to prepare a pre-trial schedule for this matter.

Bowman and Brooke LLP

s/ Patrick Cleary  
Patrick J. Cleary  
SC Bar No.: 80808  
Patrick.cleary@bowmanandbrooke.com  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
Tel.: 803.726.7420  
Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

February 1, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 2018-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>PLAINTIFF'S OFFER OF JUDGMENT TO</b>
Plaintiff,	)	<b>THE DEFENDANT AMERICAN HONDA</b>
	)	<b>MOTOR COMPANY, INC.</b>
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.	)	
	)	
	)	
Defendant	)	

**TO: Patrick J. Cleary, Attorney for Defendant, American Honda Motor Company, Inc.:**

PLEASE TAKE NOTICE that Plaintiff above named hereby rescinds all prior offers and now herewith offers, pursuant to South Carolina Code Annotated §15-35-400 and Rule 68 SCRPC, to take judgment against Defendant American Honda Motor Company, Inc. in the amount of Fifty-Five Thousand Seven Hundred Sixty and 84/100 Dollars (\$55,760.84), inclusive of all damages, costs, and statutory attorney's fees incurred to date. Plaintiff shall transfer ownership of the subject vehicle to Defendant at East Coast Honda in Myrtle Beach, South Carolina contemporanreceipt of \$55,760.84.

PLEASE TAKE NOTICE that to accept this offer, Defendant must give notice thereof in writing within twenty days from the date of this notice or within ten days prior to trial, whichever occurs first, by filing notice with the Clerk of Court in the County in which the action is pending that Defendant American Honda Motor Company, Inc. agrees to allow judgment to be filed against it in the amount stated above. Upon the filing, the Clerk shall enter immediately judgment of the stipulation.

PLEASE TAKE NOTICE that if the offer to accept judgment is not accepted within twenty days after notification or prior to or on the tenth day before the actual trial date, whichever date occurs first, the offer shall be considered rejected and evidence thereof is not to be admissible except in a proceeding after the trial to fix costs, interests, attorney's fees and other recoverable monies.

PLEASE TAKE NOTICE that if this Offer is not accepted and Plaintiff obtains a verdict or determination at least as favorable as the rejected offer, Plaintiff shall be allowed to recover from Defendant American Honda Motor Company, Inc. any administrative, filing, or other court costs from the date of the offer until judgment and eight percent interest computed on the amount of the verdict or award from the date of the offer.

**C. STEVEN MOSKOS, P.A.  
ATTORNEY FOR PLAINTIFF**

BY: s/C. Steven Moskos  
SC Bar No.: 7938  
400 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
Telephone: (843) 763-5297  
Email: [csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)

Charleston, South Carolina  
April 1, 2020

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF HORRY</b></p> <p>Tammy Batten West,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>American Honda Motor Company, Inc.,</p> <p style="text-align: right;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>IN THE COURT OF COMMON PLEAS</b></p> <p><b>C/A NO: 2018-CP-266346</b></p> <p><b>Defendant American Honda Motor Co, Inc.'s Offer of Judgment</b></p>
--	--	---

Pursuant to Rule 68 of the South Carolina Rules of Civil Procedure, Defendant American Honda Motor Co., Inc. ("AHM"), by and through its undersigned counsel, hereby makes an Offer of Judgment to Plaintiff Tammy Batten West as follows:

Party Making Proposal:	Defendant, AHM
Party to Whom Proposal is Being Made:	Plaintiff, Tammy Batten West
Claim or Claims the Proposal is Attempting to Resolve:	<p>Complete resolution of all claims by Plaintiff contained in the above-styled matter, and any and all potential claims Plaintiff could make against the Defendant arising out of the same facts and circumstances referred to in the above-styled matter.</p>
Relevant Conditions:	<p>Defendant hereby proposes to offer the Total Amount of Proposal specified below, inclusive of fees and costs, upon Plaintiff's execution of a general Release attached with this Offer, releasing Defendant from any and all claims raised or potentially raised against Defendant arising out of the facts and circumstances referred to in the above-styled matter (see attached Release).</p> <p>Plaintiff and Defendant shall be responsible for complying with the terms and covenants identified in the Release.</p>

<p>Total Amount of Proposal:</p>	<p>\$42,410.84 (Forty-two thousand four hundred ten and 84/100 Dollars).</p> <p>Of this amount, \$34,160.84 (Thirty-four thousand one hundred sixty and 84/100 Dollars) shall be made to repurchase the subject vehicle identified in Plaintiff's Complaint. This amount shall include all necessary payments required to satisfy the lien currently held by South State Bank for the Subject Vehicle identified in Plaintiff's Complaint with the remainder of this amount being made payable to Plaintiff.</p> <p>Of this amount, \$8.250 (Eight thousand two hundred fifty and 00/100 Dollars) shall be payable to Plaintiff's counsel as attorneys' fees and to cover costs of this Action.</p>
<p>Any Non-Monetary Terms of the Proposal:</p>	<p>Defendant and Plaintiff will bear their own costs and attorneys' fees. The amount being offered does specifically include any and all claims for attorneys' fees and costs.</p> <p>This Proposal is intended to terminate all claims and disputes and obviate the need for further intervention of the judicial process.</p> <p>The Release included with this Proposal provides a process to accomplish the repurchase of the Subject Vehicle included in Plaintiff's Complaint.</p> <p>The Release included with this proposal is also includes terms appropriate to ensure the dismissal of this matter and obligations on the Parties following the termination of this litigation.</p>
<p>Amount Proposed to Settle a Claim for Statutorily Allowed Damages, if any:</p>	<p>The amount being offered does specifically include any and all claims for statutorily allowed damages.</p>

Amount Proposed to Settle a Claim for Punitive Damages, if any:	The amount being offered does specifically include any and all claims for punitive damages.
Whether Proposal Includes Attorneys' Fees:	The amount being offered does specifically include any and all claims for attorneys' fees as discussed above.
Whether Attorneys' Fees are Part of the Legal Claim:	The operative Complaint alleges Plaintiff is entitled to attorneys' fees.

This Offer of Judgment shall be deemed rejected unless accepted by delivery of a written Notice of Acceptance within twenty (20) days after service of the proposal or ten (10) days prior to trial, whichever shall occur first, by Plaintiff (or through her counsel) filing a written acceptance of the offer of judgment with the Clerk of Court for Horry County, South Carolina.

You will take notice that should you reject this Offer of Judgment, AHM shall present this Offer for any purposes permitted by Rule 68 of the South Carolina Rules of Civil Procedure and the Code of Laws of South Carolina.

Respectfully submitted,

**BOWMAN AND BROOKE LLP**

s/ Patrick J. Cleary  
 \_\_\_\_\_  
 Patrick J. Cleary  
 SC Bar No.: 80808  
 E: [patrick.cleary@bowmanandbrooke.com](mailto:patrick.cleary@bowmanandbrooke.com)  
 1441 Main Street, Suite 1200  
 Columbia, SC 29201  
 Tel.: 803.726.7420  
 Fax: 803.726.7421

April 3, 2020  
 Columbia, South Carolina

**Counsel for American Honda  
 Motor Co., Inc.**

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF HORRY</b></p> <p>Tammy Batten West,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>American Honda Motor Company, Inc.,</p> <p style="text-align: right;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>IN THE COURT OF COMMON PLEAS</b></p> <p><b>C/A NO: 2018-CP-26-06346</b></p> <p><b>DEFENDANT AMERICAN HONDA MOTOR CO., INC.'S MOTION FOR PROTECTIVE ORDER PURSUANT TO RULE 26(c) ON PLAINTIFF'S RULE 30(B)(6) NOTICE OF DEPOSITION</b></p>
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TO THE PLAINTIFF AND HER ATTORNEY, C. STEVEN MOSKOS:

PLEASE TAKE NOTICE that Defendant American Honda Motor Co., Inc. (“AHM”), hereby moves, within ten (10) days or as soon as counsel may be heard in the Court of Common Pleas for Horry County, for an Order of Protection pursuant to Rule 26(c) of the South Carolina Rules of Civil Procedure to prevent Plaintiff’s Rule 30(b)(6) Deposition of American Honda Motor Co., Inc. served on August 17, 2020 and unilaterally noticed for live witness testimony in Charleston, South Carolina on September 9, 2020.

**CASE BACKGROUND**

This is an automobile express written warranty action arising from Plaintiff’s purchase of a new 2017 Honda CR-V (VIN: 2HKRW1H87HH508034) on March 2, 2017 from non-party East Coast Honda, financed through South State Bank. Consistent with its obligations and the available remedies available to Plaintiff under the South Carolina Enforcement of Motor Vehicle Express Warranty statute (S.C. Code Ann. §56-28-10, *et seq.*), AHM has (both prior to the commencement of this action and during the action) offered Plaintiff a full and complete repurchase of the Subject Vehicle.

As of this date, the **only** outstanding issues in this matter are: 1) counsel’s claims for the amount of attorney’s fees in this matter, and 2) whether any settlement agreement

in this matter would contain mutual confidentiality clauses.<sup>1</sup> (See Patrick J. Cleary August 21, 2020 letter to C. Steven Moskos, attached as Exhibit A and C. Steven Moskos August 25, 2020 letter to Patrick J. Cleary, attached as Exhibit B). In his letter, Mr. Moskos wrote: “First, while American Honda may have offered a full repurchase amount to Ms. West for the repurchase of her car, it has not agreed to compensate her fully for her attorney's fees as required under the Lemon Law statute. Furthermore, American Honda has continually demanded that confidentiality be a part of any settlement.” *Id.*

AHM is the authorized distributor of all new Honda vehicles in the United States and provides a limited express new vehicle warranty with the sale of all new Honda vehicles. Consistent with the provisions of the Magnuson-Moss Act (15 U.S.C. § 2301 *et seq.*) and the South Carolina Enforcement of Motor Vehicle Express Warranty statute (S.C. Code Ann. §56-28-10, *et seq.*), this limited express new vehicle warranty provides an informal dispute process to enforce the vehicle’s warranty. Specifically, the warranty provides for a completely free (to the consumer) hearing through the National Center for Dispute Settlement (NCDS) and any finding for the consumer is binding as to Honda.

In her first year of ownership, Plaintiff experienced difficulties with the driver assistance features of the Subject Vehicle. Plaintiff took the Subject Vehicle to East Coast Honda for service and repairs related to these issues; consistent with the terms and

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<sup>1</sup> The attorneys’ fees provision in the South Carolina Enforcement of Motor Vehicle Express Warranty is permissive, not mandatory. Any consumer who finally prevails in any action brought under this chapter, **may be allowed** by the court to recover as part of the judgment a sum equal to the aggregate amount of cost and expenses (including attorney's fees based on actual time expended) and other such costs which are directly attributable to the nonconformity of the motor vehicle determined by the court to have been **reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action**, unless the court in its discretion determines that such an award of attorney's fees would be inappropriate. S.C. Code Ann. § 56-28-50(D) (emphasis added).

obligations of the limited express new vehicle warranty, Plaintiff was not charged for any of these repairs.

In June 2018, Plaintiff, pursuant to the limited express new vehicle warranty accompanying the sale of the Subject Vehicle, provided written notice about her concerns with the vehicle. Following discussions with Plaintiff and attempts to repair the vehicle, AHM agreed to Plaintiff's request for a hearing before the NCDS. Prior to the hearing, on October 18, 2018, AHM wrote to Mr. Moskos, informing him that: "American Honda agrees to voluntary repurchase your client's vehicle per state guidelines in lieu of arbitration." (See October 18, 2018 AHM Letter to Steve Moskos attached as Exhibit C). Additionally, prior to the October 22, 2018 NCDS hearing, Honda informed the hearing officer that: "American Honda does not contest to the customer's request [repurchase of the Subject Vehicle] and defers the decision in this matter to the arbitration panel." (See October 19, 2018 AHM Letter to NCDS attached as Exhibit D). On October 29, 2018, the NCDS hearing officer granted Plaintiff's request, and required Honda to offer to repurchase the Subject Vehicle at the statutorily required price. (See October 29, 2018 NCDS Decision, attached as Exhibit E). Plaintiff rejected that offer on November 6, 2018; in the spirit of cooperation, AHM wrote counsel reiterating its willingness to comply with the NCDS decision. See October 29, 2018 NCDS Decision, attached as Exhibit F).

Following the commencement of this action on November 11, 2018, AHM made offers of judgment to Plaintiff, which include: 1) a monetary payment to satisfy the amount still owed by Plaintiff under her purchase agreement with South State Bank for the Subject Vehicle, 2) an amount of monetary payment for the Plaintiff equal to the difference

between initially borrowed from South State Bank and the amount owed on the purchase agreement, and 3) an amount designated for attorneys' fees.

AHM responded to Plaintiff's written discovery in early April 2019, providing repair records applicable to the Subject Vehicle, non-confidential Honda records applicable to the Subject Vehicle, and identifying responsive documents that would be made available subject to the entry of a Confidentiality and Protective Order. In its discovery responses, AHM reiterated that it offered to repurchase the Subject Vehicle prior to the commencement of the action.

AHM also participated in good-faith mediation efforts on April 1, 2020. Following the mediation, AHM reiterated (in another offer of judgment) its commitment to provide Plaintiff with: 1) a monetary payment to satisfy the amount still owed by Plaintiff under her purchase agreement with South State Bank for the Subject Vehicle, 2) an amount of monetary payment for the Plaintiff equal to the difference between initially borrowed from South State Bank and the amount still owed on the purchase agreement, and 3) an amount designated for attorneys' fees. This most-recent offer of judgment was filed with the Court on April 3, 2020.

### **LAW AND ARGUMENT**

Rule 26(b) of the South Carolina Rules of Civil Procedure provides that for the scope of discovery “[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” *Id.* In interpreting this Rule, The South Carolina Supreme Court has held that discovery “must show a reasonable expectation of obtaining information that will aid the dispute's resolution.” *Oncology and Hematology Assocs. Of S.C., LLC, v., Dept. of Health and Env. Cnt'l*, 387

S.C. 380, 388, 692 S.E.2d 920, 928 (2010) (citing *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tx. 2003).

Rule 26(c) of the South Carolina Rules of Civil Procedure provide trial courts broad latitude in limiting the scope of discovery, and “on matters relating to a deposition, the court in the circuit where the deposition is to be taken may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden by expense, including one or more of the following: (1) that the discovery not be had; (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place.” *Id.*

Plaintiff’s 30(b)(6) Notice of Deposition (attached as Exhibit G) (erroneously identifying East Coast Honda to provide testimony and in multiple topics referring to Honda Pilot vehicles) identifies twenty-one deposition topics on which AHM is to provide testimony. These topics relate to the purchase of the Subject Vehicle, the repairs made on the Subject Vehicle, and the policies and processes applicable to warranty repairs done by Honda dealers and submitted to AHM. As stated above, AHM has offered, and counsel for Plaintiff has conceded that AHM has offered, a full repurchase of the Subject Vehicle. Testimony on these topics is not necessary or needed to aid in the resolution of the matter. The Notice therefore constitutes an undue burden by imposing expenses upon AHM, including but not limited to the expense for the travel and production of witnesses on these topics.<sup>2</sup>

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<sup>2</sup> AHM also notes the Notice of Deposition constitutes an undue burden on AHM by requiring in-person witness testimony and witness travel to South Carolina during the current COVID-19 pandemic. Properly satisfying Plaintiff’s Notice will likely require AHM to produce deponents currently based in states outside of South Carolina, who could then be subject to voluntary or mandatory self-quarantine requirements upon their return home.

**CONCLUSION**

THEREFORE, Defendant American Honda Motor Co., Inc. respectfully asks this Court for an Order of Protection pursuant to Rule 26(c) of the South Carolina Rules of Civil Procedure relieving it of any obligation to provide a witness or witnesses pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure and for such further and other relief permitted and authorized by this Court.

Bowman and Brooke LLP

s/ Patrick Cleary \_\_\_\_\_

Patrick J. Cleary

SC Bar No.: 80808

Patrick.cleary@bowmanandbrooke.com

1441 Main Street, Suite 1200

Columbia, SC 29201

Tel.: 803.726.7420

Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

August 26, 2020

**Affirmation Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure**

Counsel for American Honda Motor Co., Inc hereby certifies that he has consulted with opposing counsel prior to the filing of this motion and further consultation with counsel would serve no useful purpose.

# EXHIBIT A

1441 Main Street, Suite 1200  
Columbia, SC 29201-2897  
Phone: 803.726.7420  
Fax: 803.726.7421

Patrick J. Cleary  
Direct: 803.726.7492  
Email: patrick.cleary@bowmanandbrooke.com

August 21, 2020

VIA EMAIL AND U.S.MAIL

C. Steven Moskos  
C Steven Moskos, P.A.  
4000 Faber Place Dr, Ste 300  
North Charleston, SC 29405

Re: Tammy Batten West v American Honda Motor Company, Inc.,  
C/A No. 18-CP-26-6346

Dear Mr. Moskos:

I have received your notice of deposition sent to my client American Honda Motor Co., Inc. and the notice of deposition/subpoena issued to East Coast Honda. I wanted to raise the following issues with you before I file any papers with the Court.

First, American Honda Motor Co., Inc. has been forthright in its commitment to Ms. Tammy West. Honda has met its obligations under the limited express new vehicle warranty that accompanied the sale of the subject 2017 Honda CR-V. Before litigation was filed, we did not challenge the decision raised by the National Center for Dispute Settlement and offered to repurchase the subject vehicle at the statutorily approved rate. Since litigation was filed, we have made offers of judgment that provide for a full and complete repurchase of the subject vehicle, provided compensation for Ms. West, and provided for reasonable attorney's fees. We stand by our commitment to reach a reasonable and fair settlement with Ms. West.

Second, there are multiple topics in your deposition notice that are not directed about the events alleged in Plaintiff's Complaint, that are not directed at American Honda Motor Co., Inc., or have already been identified in American Honda Motor Co., Inc.'s discovery responses to Plaintiff.

Third, I note your notice of deposition to American Honda Motor Co., Inc. calls for an in-person deposition at your office. Any potential witness from American Honda Motor Co., Inc. would be required to travel to South Carolina. Because of COVID-19, there are multiple states that have voluntary or mandatory self-quarantine orders for persons returning from South Carolina. I cannot require a witness to travel to South Carolina for a deposition in light of COVID-19.

Fourth, there is no need for a 30(b)(6) deposition of an American Honda Motor Co., Inc. witness in this matter. American Honda Motor Co., Inc. has offered Plaintiff **more** than the statutorily required recovery under S.C. Code. Ann. §56-28-10, *et. seq.* A deposition of American Honda Motor Co., Inc. is not "necessary to the case" or necessary for Plaintiff to obtain a fair and reasonable recovery. See *e.g. Hollman v. Woolfson*, 384 S.C. 571, 683 S.E.2d 495 (2009).

C. Steven Moskos  
August 21, 2020  
Page 2

I request that you withdraw your 30(b)(6) Notice of Deposition to American Honda Motor Co. Inc.

Separately, as you know, I do not represent non-party East Coast Honda. I understand they may file a Motion for Protective Order or Motion to Quash the Subpoena. I will attend any deposition that is properly scheduled and noticed.

I would like to discuss with you by the close of business, Tuesday, August 25, 2020. If I do not hear from you, I will file a Motion for Protective Order with the Court.

Sincerely,



Patrick J. Cleary  
Partner

PJC/tmb

# EXHIBIT B

**C. STEVEN MOSKOS, P.A.**  
**ATTORNEY AND COUNSELOR AT LAW**

C. Steven Moskos  
Board Certified Civil Trial Attorney  
Board Certified Civil Pretrial Advocate  
By the National Board of Trial Advocacy  
Supreme Court of South Carolina Certified Mediator



4000 Faber Place Drive, Suite 300  
North Charleston, SC 29405  
Telephone: (843) 763-5297  
www.moskoslawfirm.com  
steve@moskoslawfirm.com

August 25, 2020

Patrick J. Cleary  
Bowman and Brooke, LLP  
1441 Main Street, Suite 1200  
Columbia, SC 29201-2897

**RE: Tammy Batten West v. American Honda Motor Company, Inc.**  
**Case No.: 2018-CP-26-2043**

Dear Patrick:

I have received your letter regarding the upcoming depositions of East Coast Honda and American Honda Motor Company, Inc. I will address your concerns in order.

First, while American Honda may have offered a full repurchase amount to Ms. West for the repurchase of her car, it has not agreed to compensate her fully for her attorney's fees as required under the Lemon Law statute. Furthermore, American Honda has continually demanded that confidentiality be a part of any settlement. It is not entitled to this under any law of which I am aware. As I have explained, such a provision is not fair to my client who has a right to express herself if she so chooses. Additionally, American Honda is trying to foist a taxable event on Ms. West. Ms. West chooses not to have to pay taxes on her silence. I am not worried about your client's offer of judgment. Your offers of judgment reference the release you sent me that requires confidentiality. The Release was not included with your filed offer. This makes the offer defective. Also, since you cannot get confidentiality through a trial, American Honda cannot show that it obtained a verdict or determination at least as favorable as the rejected offer.

While American Honda did not contest the NCDS decision, it has refused to admit liability. Its Answer in this litigation continues to deny liability. Now, if American Honda wishes to admit liability, then we can move forward with determining damages. If American Honda will not admit liability, then I have to be prepared for trial. As you know, when the courts open, the judges will want to move quickly with as many trials as possible. That means this case needs to be ready. That is why I need these depositions.

Second, Defendants frequently claim that I have not included topics in my notice so there winds up being an argument over whether a witness can or will testify about a topic. If Honda's representative cannot respond to a topic, then he/she can say so. Otherwise, I believe my topics are appropriate. I am not sure what you mean that they have been identified in American Honda's discovery responses. If you mean that I cannot discuss a topic which was also asked as an interrogatory or is a responsive document, I would have to disagree. I am allowed to ask any

**RE: Tammy Batten West v. American Honda Motor Company, Inc.  
Case No.: 2018-CP-26-2043**

question reasonably calculated to lead to evidence which is admissible at trial. That is what I intend to do.

Third, I understand that COVID-19 is serious. Nonetheless, I must move my case forward. Your letter references other States that would quarantine someone returning from South Carolina, yet you did not state whether the witness(es) would be coming from one of those States. Even if there was a witness that had this issue, I expect that person to be working remotely anyway so doing so when they get back would not be an imposition. At this point, I do not see this as an issue.

Fourth, as long as American Honda insists on a confidentiality clause and refuses to pay my client's accumulated attorney's fees, the case remains active. American Honda has left me no choice but to move forward in prosecuting this case. American Honda's refusal to deal with these two issues places my client in the same position as if American Honda had not offered any money at all. Until there is agreement on the amount to be paid to or on behalf of my client, confidentiality, and attorney's fees, this matter must be prosecuted as if it were going to trial.

Hollman is inapposite to this issue. Your argument is that Honda has offered to settle the case. Our position is that it is not a full settlement. Hollman deals with potential overreaching discovery in preparation of trial. Discovery in relation to a settlement is not mentioned in the case.

Fifth, I am not withdrawing my notice to depose American Honda. As for East Coast Honda, it has asked to move the deposition to September 22. I am willing to accommodate East Coast in this request. I assume that date is open on your calendar. I will be sending out an amended notice shortly.

Sixth, please note my new email address above. Sending emails to my earthlink account may result in a slower response.

Seventh, my client has wanted this issue resolved since she began dealing with Honda by herself. She only wants that to which she is entitled. She refuses to take less. I have tried to settle this matter reasonably, but American Honda has refused. That has caused my client's damages to increase and my fees to increase. If American Honda wants to keep fighting over a confidentiality clause, it has no one to blame for my increased fees, but itself.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,



C. Steven Moskos  
CSM/slf

cc: Tammy West

# EXHIBIT C

**CONFIDENTIAL**

**HONDA**

**American Honda Motor Co., Inc.**  
1919 Torrance Boulevard  
Torrance, CA 90501-2746  
Phone (310) 783-2000

October 18, 2018

C. Steven Moskos, PA  
400 Faber Place Drive  
North Charleston, SC 29405

Re: Tammy West v. American Honda Motor Co., Inc.  
Vehicle: 2017 Honda CR-V VIN: [Redacted - PII]  
NCDS Case #: HON180304

Dear Mr. Moskos:

Please accept this letter in response to your client's claim filed with the National Center for Dispute Settlement (NCDS).

We sincerely apologize for the inconveniences your client may have experienced with their 2017 Honda CR-V. Based on the available information, American Honda agrees to voluntary repurchase your client's vehicle per state guidelines in lieu of arbitration. We do not contest to your client's demands and agree to move forward.

Please supply our office with the following information:

- A copy of your client's retail sales contract
- A copy of your client's finance/lease agreement contract (if applicable)
- A copy of the loan payment history (if applicable)
- A current copy of your client's vehicle registration

Once we receive the requested information, we will issue the appropriate release form for your client to sign. In addition, we respectfully ask that you please contact Rosemary Bass at NCDS at your earliest convenience and request that your client's case be withdrawn.

If you have any questions regarding this matter, please do not hesitate in contacting me.

Sincerely,  
American Honda Motor Co., Inc.



Sergio Hernandez  
Mediation Department  
Ph: 310-783-3873  
Fax: 310-783-3029

# EXHIBIT D

**CONFIDENTIAL**



**HONDA**

AMERICAN HONDA MOTOR CO., INC.  
AUTOMOBILE MEDIATION DEPARTMENT

October 19, 2018

**National Center for Dispute Settlement**  
12900 Hall Road Suite 401  
Sterling Heights, MI 48313

**NCDS ARBITRATION HEARING**

**CUSTOMER:** Tammy West (C. Steven Moskos, PA)  
**VEHICLE:** 2017 Honda CR-V  
**VIN:** Redacted - PII  
**CASE:** HON180304  
**IN SERVICE DATE:** March 4, 2017

**CUSTOMER CONTENTION:**

*“Display on dash flickers, gives false warnings, and has never worked properly”*

**AHM REVIEW & POSITION:**

American Honda (AHM) appreciates the opportunity to assist our customer regarding her collision mitigation braking system concern. We have reviewed our customer’s concern with her servicing dealership, East Coast Honda, AHM’s District Parts and Service Manager (DPSM), and AHM’s Technical Staff. According to the information obtained, **American Honda does not contest to the customer’s request and defers the decision in this matter to the arbitration panel.**

ELECTRONICALLY FILED - 2020 Aug 26 3:22 PM - HORRY - COMMON PLEAS - CASE#2018CP2606346

# EXHIBIT E



**National Center for Dispute Settlement**

12900 Hall Road • Suite 401  
Sterling Heights, MI 48313  
(800) 777-8119  
(586) 226-2470  
Fax: (586) 226-2559

DATE: October 29, 2018

CUSTOMER: Tammy West

CASE #: HON180304 VIN# Redacted - PII

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I reject the decision, or am dissatisfied with Honda's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Honda will be legally bound by the Decision.

*You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.*

I ACCEPT THE DECISION

I DO NOT ACCEPT THE DECISION

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the  
Arbitration between

Tammy West  
("Customer(s)")

and

American Honda Motor Co.,  
Inc.  
("Honda")

**DECISION**

**Case # HON180304**

I, Ronald G. Gantt, was appointed pursuant to NCDS rules as Arbitrator to hear and determine disputes, which had arisen between the Customer(s), Tammy West and Honda regarding a 2017 CR-V.

By a notice given on October 1, 2018, the parties were advised that a hearing would be conducted at East Coast Honda on October 22, 2018 at 02:00 PM.

Present on that date were:

Tammy West	Customer
John West	Customer's Husband
C. Steven Moskos, Esq.	Customer's Attorney
Sergio Hernandez	Manufacturer Representative (via speakerphone)
Kirt Cahill	General Manager
Guy Emersom	Service Manager

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on September 24, 2018, and may be summarized as follows:

The Customer stated issues with the display on dash flickers, gives false warnings, and has never worked properly. The Customer requested a repurchase.

**SUMMARY OF PRESENTATION:**

The parties presented, and I reviewed and considered the following evidence: Customer Claim Form, Repair Orders from East Coast Honda, Pictures of vehicle from Customer, and Manufacturer Response Form.

The position of the Customer was:

The vehicle was purchased March 4, 2017. The dash computer first malfunction occurred on April 4, 2017 at 1705 miles. Since then the vehicle has continued to give random computer readings to include lights suddenly while driving at night and not responding to controls. This vehicle has been to the dealership numerous times and parts have been replaced on several different occasions. The false readings and dash problems continue to exist. The vehicle currently has 24,000 miles. The dealership has kept this vehicle a total of 50 days trying to repair these problems. The Customer felt that the vehicle is unsafe and that the value has not been realized.

The Customer requested a repurchase of the vehicle.

The position of the Manufacturer was:

American Honda does not contest the Customer's request and offered no response to the Customer's testimony.

A test drive was not requested. The VIN number was checked and the current mileage found to be 24,124 miles.

**DECISION:**

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty, and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberation, I find and Award as follows:

The Customer's request that a repurchase is hereby AWARDED.

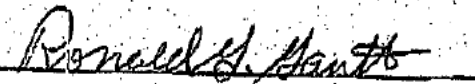
I have reached this conclusion because: The panel lights on the dash getting bright and changing colors while driving at night, also having erroneous error messages coming on at random would be a distracting safety issue. The vehicle has had numerous repair attempts without success and has accumulated an excess number of days out of service. The first occurrence was at 1705 miles as shown in photographs.

The Customer shall pay a mileage usage fee as follows:

Purchase Price multiplied by 1,705 miles divided by 120,000.

This constitutes my complete DECISION as to all the complaint(s) submitted to me for Determination. Honda shall have (30) days, unless otherwise noted, from the date NCDS receives the Customer(s) "Acceptance of Decision" form in which to comply with this decision.

October 29, 2018  
Date

  
Ronald Gantt

**Case #: HON180304 C. Steven Moskos, Esq.**  
**RE: Your Client:: C. Steven Moskos, Esq.**

**WHAT YOU NEED TO KNOW ABOUT THE AWARD**

**If your award is for a repurchase of your vehicle and the vehicle is not leased American Honda Motor Co., Inc. ("Honda") will:**

Refund the amount you paid for your vehicle at the time of purchase as shown on your bill of sale/purchase contract.

Refund the sales tax you paid unless the state will refund the tax to you.

Refund the license, title, registration, and documentation fees paid at the time of purchase.

Refund any finance charges that you have paid on the loan for this vehicle.

Refund the cost of a Honda service contract if one was purchased.

Refund the cost of Honda accessories you paid extra to have installed on your vehicle at the time of purchase (You will be required to provide receipts to establish the value of the accessories).

Deduct any cash rebates you received as an incentive to purchase the vehicle.

Require that you provide a copy of your original purchase contract.

Require that you provide authorization to your lien holder, when needed, to provide the Manufacturer with lien payoff information.

Require that you transfer a clear title (lien free) for your vehicle to the Manufacturer at the time you receive your refund.

Require that the vehicle is damage free at the time you receive your refund.

Require that all original equipment and any accessory for which you are receiving a refund is on the vehicle at the time you receive your refund and will also require you to remove all aftermarket accessories and repair any damage caused by the removal.

Require you to sign a statement to attest to the fact that the vehicle was/was not previously damaged and repaired.

Less any deduction awarded by the Arbitrators for use and/or damage, including any damage sustained prior to vehicle turn in.

# EXHIBIT F

**CONFIDENTIAL**

November 6, 2018

C. Steven Moskos, PA  
Attn: C. Steven Moskos  
400 Faber Place Drive  
North Charleston, SC 29405

Re: Tammy West v. American Honda Motor Co., Inc.  
Vehicle: 2017 Honda CR-V VIN: **Redacted - PII**  
NCDS Case #: HON180304

Dear Mr. Moskos:

Once again, thank you for providing American Honda Motor Co., Inc. (AHM) the opportunity to review your client's concerns with the vehicle referenced above.

Our office understands your client rejected NCDS's decision awarding a repurchase under the state guidelines. At the time of this writing, AHM agrees to comply with the decision administered by the National Center for Dispute Settlement in the interest of customer satisfaction.

Should your client agree to move forward, please supply our office with the following information:

- A copy of your client's retail sales contract
- A copy of your client's finance/lease agreement contract (if applicable)
- A copy of the loan payment history (if applicable)
- A current copy of your client's vehicle registration

Once we receive the requested information, we will issue the appropriate release form for your client to sign. If we do not hear from you by December 7, 2018, we will assume that the offer has been rejected, and therefore will close the case.

If you have any questions regarding this matter, please do not hesitate in contacting me.

Sincerely,  
American Honda Motor Co., Inc.



Sergio Hernandez  
Mediation Department  
Ph: 310-783-3873  
Fax: 310-783-3029

# EXHIBIT G

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
Plaintiff,	)	<b>30(b)(6) NOTICE OF DEPOSITION</b>
	)	<b>OF AMERICAN HONDA</b>
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.,	)	
	)	
_____ Defendant.	)	

**TO: Patrick J. Cleary, Attorney for Defendant, American Honda Motor Company, Inc.:**

**PLEASE TAKE NOTICE** that on September 9, 2020, C. Steven Moskos, attorney for the Plaintiff, Tammy West, will take the deposition of the 30(b)(6) Representative of American Honda Motor Company, Inc., beginning at 10:00 a.m. Said deposition will be held at 4000 Faber Place Dr., North Charleston, SC 29405, and will be taken, upon oral examination, pursuant to the South Carolina Rules of Civil Procedure, before a Notary Public or some other officer authorized by law to take depositions. Deponent will be required to testify as the subjects and material as stated on Exhibit 1 attached hereto.

The oral examination will continue from day to day until completed. The deposition is being taken for the purpose of discovery, for use at trial, and for all other purposes as are permitted under the rules of this Court and all applicable statutes and laws.

You are invited to attend and take such part as is fit and proper.

**SIGNATURE ON NEXT PAGE.**

**C. STEVEN MOSKOS, P.A.**  
**Attorney for Plaintiff**

BY: \_\_\_\_\_

  
C. Steven Moskos  
SC Bar#: 7938  
4000 Faber Place Drive, Ste. 300,  
North Charleston, South Carolina 29405  
Telephone: 843-763-5297  
Email: steve@moskoslawfirm.com

Charleston, South Carolina  
August 17, 2020

CERTIFICATE OF SERVICE

Undersigned certifies that the pleading or paper to which this certificate is affixed was served upon the party(s) to this action by hand delivery or by depositing a copy of same, enclosed in a first class, postpaid wrapper, properly addressed to the attorney(s) of record for such other party(s), in a post office or official depository under the exclusive care and custody of the United States Postal Service, on August 17, 2020.

C. STEVEN MOSKOS, P.A.

By: \_\_\_\_\_

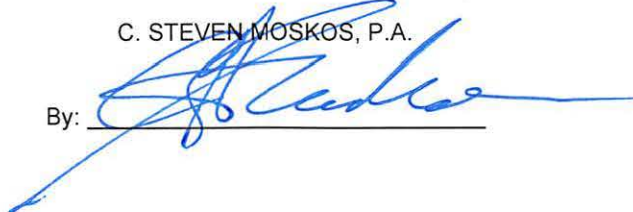


Exhibit 1 to 30(b)(6) Notice of Deposition and Subpoena to American Honda Motor Company, Inc., hereinafter referred to as American Honda.

This matter relates to a 2017 Honda CR-V VIN: 2HKRW1H87HH508034 purchased by Tammy West on March 4, 2017.

**East Coast Honda will be required to testify as to the following:**

1. The representations made by American Honda Motor Company to East Coast Honda, hereinafter East Coast Honda, regarding the subject vehicle at the time the vehicle was sold to East Coast Honda;
2. The sale of the subject vehicle by American Honda Motor Company to East Coast Honda;
3. The representations made by East Coast Honda to Plaintiff at the time Plaintiff purchased the vehicle which is the subject of this action;
4. The sale, and the events surrounding the sale, of the subject vehicle to Plaintiff;
5. The documents used to sell the subject vehicle to Plaintiff;
6. The financing of the subject vehicle when purchased by Plaintiff;
7. The discussions between Plaintiff and East Coast Honda regarding Defendant Honda's warranty and the explanations offered therein;
8. The policies and procedures of American Honda when customers complain about mechanical problems with vehicles they purchased new;
9. Any information regarding other customers who have complained of malfunctions in their Honda Pilot computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system.

10. American Honda=s knowledge of malfunctions in 2017 Honda Pilot model's computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system;
11. American Honda=s policies and procedures for requesting and receiving money for warranty repairs paid for by American Honda Motor Company;
11. American Honda's policies and procedures for paying money for warranty repairs performed by authorized Honda dealers;
12. American Honda=s policies and procedures for repurchasing nonconforming vehicles;
13. American Honda=s policies and procedures for repairing defective vehicles under the American Honda Motor Company warranty;
14. American Honda=s efforts to repair 2017 Honda CR-V VIN: 2HKRW1H87HH508034 purchased by Plaintiff;
15. American Honda=s conversations with Plaintiff when the subject vehicle was brought in for repairs.
16. East Coast Honda=s agency relationship with Defendant American Honda Motor Company.
17. East Coast Honda=s conversations with American Honda regarding Plaintiff or Plaintiff's Honda Pilot' computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system;
18. The conversations between East Coast Honda=s employees regarding Plaintiff or

malfunctions in Plaintiff's Honda Pilot's computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system;

19. East Coast Honda=s conversations with Defendant American Honda Motor Company's technical service hotline or any other department in trying to resolve the issues with Plaintiff=s vehicle related malfunctions in Plaintiff's Honda Pilot's computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system;
20. East Coast Honda=s conversations with Defendant American Honda Motor Company regarding the Plaintiff, the subject vehicle, or Plaintiff=s claims.
21. The repairs to or any other efforts made to work on Plaintiff=s vehicle.

**The deponent should bring the following items to the deposition:**

1. Any and all original records, notes, correspondence, reports, phone logs, sales records, financing documents, inspections, service records, repair documents, or other documents relating to Plaintiff, the 2017 Honda CR-V VIN: 2HKRW1H87HH508034 purchased by Plaintiff, or Plaintiff=s purchase of said Pilot.
2. American Honda=s policies and procedures for repurchasing vehicles which are determined to be defective or not conforming under American Honda Motor Company's warranty.
3. Notices, reports, technical service bulletins, emails, or other documents from American Honda Motor Company regarding malfunctions in American Honda's

Pilot model's computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, the radio screen, or infotainment system.

4. East Coast Honda's policies and procedures for repairing nonconforming vehicles (those that do not comply with the American Honda Motor Company warranty) under American Honda Motor Company's warranty.
5. Any and all files, notes, records, reports or other documents in East Coast Honda's possession relating to American Honda's or anyone else's repairs, tests, or inspections of the subject vehicle, conclusions about the results of any repairs, tests, or inspections of the subject vehicle, recommendations relating to American Honda's or anyone else's repairs, tests, or inspections of or recommendations about the subject vehicle.

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS  
Case No: 2018-CP-26-6346

Tammy Batten West, )  
)  
)  
Plaintiff, )  
)  
v. )  
)  
American Honda Motor Company, Inc. )  
)  
Defendant. )

**MOTION FOR LIMITED STAY OF  
THIS ACTION PENDING RULING  
ON DEFENDANT AMERICAN  
HONDA MOTOR CO., INC'S  
MOTION FOR PROTECTIVE  
ORDER**

COMES NOW Defendant American Honda Motor Co., Inc. ("AHM") and respectfully moves for an Order for a Limited Stay of this Action until such time as this Court can hear and rule on Defendant American Honda Motor Co., Inc's Motion for Protective Order Pursuant to Rule 26(c) on Plaintiff's Rule 30(b)(6) Notice of Deposition.

On August 17, 2020, Plaintiff noticed a deposition of AHM pursuant to Rule 30(b)(6) to be held on September 9, 2020. On August 26, 2020, AHM filed a Motion for Protective Order Pursuant to Rule 26(c) to preclude any Rule 30(b)(6) deposition of any AHM witness. (See Motion for Protective Order, attached as Exhibit 1).

Upon information and belief, AHM's Motion for Protective Order may not be heard by this Court before the deposition date identified in Plaintiff's Notice of Deposition. AHM hereby requests this Court enter a limited stay of proceedings in this matter to stay any obligation of AHM to produce a witness pursuant to Plaintiff's Notice of Deposition until AHM's Motion is heard and ruled upon.

Counsel for American Honda Motor Co., Inc. has conferred about this Motion with counsel for Plaintiff. Counsel for the Plaintiff consents to the filing of this Motion.

THEREFORE, Defendant American Honda Motor Co., Inc. respectfully asks this Court for an Order for a Limited Stay of this Action, to stay any obligation of Defendant American Honda Motor Co., Inc. to produce a witness pursuant to Rule 30(b)(6) of the South Carolina Rules of Civil Procedure until such time as this Court can hear and rule on Defendant American Honda Motor Co., Inc's Motion for Protective Order.

**BOWMAN AND BROOKE LLP**

s/ Patrick Cleary

Patrick J. Cleary  
SC Bar No.: 80808  
patrick.cleary@bowmanandbrooke.com  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
Tel.: 803.726.7420  
Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

**WE SO CONSENT:**

**C. STEVEN MOSKOS, PA**

s/ C. Steven Moskos

C. Steven Moskos  
SC Bar No.: 7938  
steve@moskoslawfirm.com  
400 Faber Place Drive, Suite 300  
North Charleston, SC 29405  
Tel.: (843) 763-5297

**Counsel for Plaintiff**

August 27, 2020  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Tammy Batten West,

Plaintiff,

vs.

American Honda Motor Company, Inc.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2018-CP-26-06346

DEFENDANT AMERICAN HONDA MOTOR CO., INC.'S MOTION FOR PROTECTIVE ORDER PURSUANT TO RULE 26(c)

TO THE PLAINTIFF AND HER ATTORNEY, C. STEVEN MOSKOS:

PLEASE TAKE NOTICE that Defendant American Honda Motor Co., Inc. ("AHM"), hereby moves, within ten (10) days or as soon as counsel may be heard in the Court of Common Pleas for Horry County, for an Protective Order pursuant to Rule 26(c)(7) of the South Carolina Rules of Civil Procedure that certain AHM documents "be disclosed only in a designated way" as set forth on the proposed Confidentiality Order, attached as Exhibit A to this Motion.

**CASE BACKGROUND**

This is an automobile express written warranty action arising from Plaintiff's purchase of a new 2017 Honda CR-V (VIN: 2HKRW1H87HH508034) on March 2, 2017 from non-party East Coast Honda, financed through South State Bank. Consistent with its obligations and the available remedies available to Plaintiff under the South Carolina Enforcement of Motor Vehicle Express Warranty statute (S.C. Code Ann. §56-28-10, et seq.), AHM has (both prior to the commencement of this action and during the action) offered Plaintiff a full and complete repurchase of the Subject Vehicle.

AHM is the authorized distributor of all new Honda vehicles in the United States and provides a limited express new vehicle warranty with the sale of all new Honda

vehicles. Consistent with the provisions of the Magnuson-Moss Act (15 U.S.C. § 2301 *et seq.*) and the South Carolina Enforcement of Motor Vehicle Express Warranty statute (S.C. Code Ann. §56-28-10, *et seq.*), this limited express new vehicle warranty provides an informal dispute process to enforce the vehicle's warranty. Specifically, the warranty provides for a completely free (to the consumer) hearing through the National Center for Dispute Settlement (NCDS) and any finding for the consumer is binding as to Honda.

In her first year of ownership, Plaintiff experienced difficulties with the driver assistance features of the Subject Vehicle. Plaintiff took the Subject Vehicle to East Coast Honda for service and repairs related to these issues; consistent with the terms and obligations of the limited express new vehicle warranty, Plaintiff was not charged for any of these repairs.

In June 2018, Plaintiff, pursuant to the limited express new vehicle warranty accompanying the sale of the Subject Vehicle, provided written notice about her concerns with the vehicle. Following discussions with Plaintiff and attempts to repair the vehicle, AHM agreed to Plaintiff's request for a hearing before the NCDS. Prior to the hearing, on October 18, 2018, AHM wrote to Mr. Moskos, informing him that: "American Honda agrees to voluntary repurchase your client's vehicle per state guidelines in lieu of arbitration." (See October 18, 2018 AHM Letter to Steve Moskos attached as Exhibit C). Additionally, prior to the October 22, 2018 NCDS hearing, Honda informed the hearing officer that: "American Honda does not contest to the customer's request [repurchase of the Subject Vehicle] and defers the decision in this matter to the arbitration panel." (See October 19, 2018 AHM Letter to NCDS attached as Exhibit D). On October 29, 2018, the NCDS hearing officer granted Plaintiff's request, and required Honda to offer to

repurchase the Subject Vehicle at the statutorily required price. (See October 29, 2018 NCDS Decision, attached as Exhibit E). Plaintiff rejected that offer on November 6, 2018; in the spirit of cooperation, AHM wrote counsel reiterating its willingness to comply with the NCDS decision. See October 29, 2018 NCDS Decision, attached as Exhibit F).

Following the commencement of this action on November 11, 2018, AHM made offers of judgment to Plaintiff, which include: 1) a monetary payment to satisfy the amount still owed by Plaintiff under her purchase agreement with South State Bank for the Subject Vehicle, 2) an amount of monetary payment for the Plaintiff equal to the difference between initially borrowed from South State Bank and the amount owed on the purchase agreement, and 3) an amount designated for attorneys' fees.

AHM responded to Plaintiff's written discovery in early April 2019, providing repair records applicable to the Subject Vehicle, non-confidential Honda records applicable to the Subject Vehicle, and identifying responsive documents that would be made available subject to the entry of a Confidentiality and Protective Order. These documents include (but are not limited to) the CRRS (Customer Relations) Report, sections of the ACS files applicable to the Subject Vehicle, Techline Contact Reports to the Subject Vehicle, the warranty history for the Subject Vehicle, and relevant portions of the Honda Service Operations Manual. In its discovery responses, AHM reiterated that it offered to repurchase the Subject Vehicle prior to the commencement of the action.

On October 26, 2020, one day before Plaintiff is to take the 30(b)(6) deposition of non-party East Coast Honda, counsel for the Plaintiff requested that AHM produce three documents. See attached email from Steve Moskos to Patrick Cleary, attached as Exhibit B. Counsel for AHM responded, attaching one of the three documents, and identifying

that the other two documents are confidential. See attached email from Patrick Cleary to Steven Moskos, attached as Exhibit C. These two documents are Techline reports applicable to the Subject Vehicle. Counsel for AHM offered to bring the documents to the deposition, subject to counsel for Plaintiff signing a Confidentiality Order (which AHM offered to bring to the deposition). Counsel for Plaintiff refused, stating he would file a Motion to Compel. See attached email from Patrick Cleary to Steven Moskos, attached as Exhibit D.

### **LAW AND ARGUMENT**

Rule 26(c) of the South Carolina Rules of Civil Procedure provide trial courts broad latitude in limiting the scope of discovery, and “on matters relating to a deposition, the court in the circuit where the deposition is to be taken may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden by expense, including one or more of the following: (1) that the discovery not be had; (2) that the discovery may be had only on specified terms and conditions, including a designation of the time or place.... (7) that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way; ” *Oncology and Hematology Assocs. Of S.C., LLC, v., Dept. of Health and Env. Cnt'l*, 387 S.C. 380, 388, 692 S.E.2d 920, 928 (2010) (citing *In re CSX Corp.*, 124 S.W.3d 149, 152 (Tx. 2003). The documents AHM has identified as containing confidential and proprietary information related to AHM’s commercial operations and include trade secret information. AHM agrees that the documents are responsive, and merely requests that such production be made subject to the proposed Confidentiality Order.

**CONCLUSION**

THEREFORE, Defendant American Honda Motor Co., Inc. respectfully asks this Court for a Protective Order pursuant to Rule 26(c) of the South Carolina Rules of Civil Procedure that permits disclosure of confidential and proprietary documents consistent with the proposed Confidentiality Order and for such further and other relief permitted and authorized by this Court.

Bowman and Brooke LLP

s/ Patrick Cleary \_\_\_\_\_  
Patrick J. Cleary  
SC Bar No.: 80808  
Patrick.cleary@bowmanandbrooke.com  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
Tel.: 803.726.7420  
Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

October 26, 2020

**Affirmation Pursuant to Rule 11 of the South Carolina Rules of Civil Procedure**

Counsel for American Honda Motor Co., Inc hereby certifies that he has consulted with opposing counsel prior to the filing of this motion and further consultation with counsel would serve no useful purpose.

# EXHIBIT B

**Tina Beard**

---

**From:** Steve Moskos <steve@moskoslawfirm.com>  
**Sent:** Monday, October 26, 2020 2:47 PM  
**To:** Patrick Cleary  
**Subject:** West v Honda

Patrick,

I am trying to get ready for tomorrow's deposition. I need a copy of AHM\_WEST\_000252-000255, AHM\_WEST\_000256-000257, and AHM\_WEST\_000460. Without these documents, I will not be able to finish the deposition tomorrow. For any documents you have listed as confidential, please provide an appropriate privilege log. Thank you.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)  
<https://www.moskoslawfirm.com>

ELECTRONICALLY FILED - 2020 Oct 26 4:35 PM - Horry - COMMON PLEAS - CASE#2018CP2606346

# EXHIBIT C

**Tina Beard**

---

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Monday, October 26, 2020 2:56 PM  
**To:** Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: West v Honda

Steve,

AHM\_WEST\_000460 is attached.

The other two documents were identified by AHM as confidential and subject to protective order. We identified them in our discovery responses over 18 months ago. Frankly, this is a last minute request that should have been addressed long ago.

That being said, I will bring the documents with me tomorrow. If you agree to signing a protective order before the deposition, they can be used consistent with the protective order.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

---

**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Monday, October 26, 2020 2:47 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,

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Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)  
<https://www.moskoslawfirm.com>

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Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

# EXHIBIT D

**Tina Beard**

---

**From:** Steve Moskos <steve@moskoslawfirm.com>  
**Sent:** Monday, October 26, 2020 3:05 PM  
**To:** Patrick Cleary  
**Subject:** RE: West v Honda

Patrick,

Thank you for sending 000460. I cannot agree to a protective order. I will just file a motion to compel. Hopefully, you will change your mind and produce the requested documents and/or provide a privilege log.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)  
<https://www.moskoslawfirm.com>

---

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Monday, October 26, 2020 2:56 PM  
**To:** Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: West v Honda

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The other two documents were identified by AHM as confidential and subject to protective order. We identified them in our discovery responses over 18 months ago. Frankly, this is a last minute request that should have been addressed long ago.

That being said, I will bring the documents with me tomorrow. If you agree to signing a protective order before the deposition, they can be used consistent with the protective order.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

---

**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Monday, October 26, 2020 2:47 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,

I am trying to get ready for tomorrow's deposition. I need a copy of AHM\_WEST\_000252-000255, AHM\_WEST\_000256-000257, and AHM\_WEST\_000460. Without these documents, I will not be able to finish the deposition tomorrow. For any documents you have listed as confidential, please provide an appropriate privilege log. Thank you.

Steve

C. Steven Moskos  
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<https://www.moskoslawfirm.com>

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Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>PLAINTIFF'S MOTION TO STRIKE</b>
	)	<b>AMERICAN HONDA MOTOR COMPANY'S</b>
	)	<b>OFFERS OF JUDGMENT</b>
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.,	)	
	)	
	)	
_____ Defendant.	)	

**TO: Patrick J. Cleary, Attorney for Defendant, American Honda Motor Company, Inc.:**

PLEASE TAKE NOTICE that Plaintiff, through her undersigned attorney, will move before the Presiding Judge, Fifteenth Judicial Circuit, Horry County Courthouse, South Carolina, at such place and time as the Court may appoint, for an Order striking Defendant's Offers of Judgment filed April 3, 2020 as the same do not comply with Rule 68 of the South Carolina Rules of Civil Procedure and are, thus, defective. Plaintiff asserts the following:

1. That throughout this litigation, Defendant American Honda has demanded that Plaintiff sign a Release that contains a confidentiality agreement. Said agreement also imposes on Plaintiff all responsibility regarding any tax implications of said confidentiality agreement. Exhibits 1, 2, 3, 4, and 5.
2. Plaintiff refuses to agree to a provision that limits her ability to discuss this matter or that imposes a tax burden on her.
3. Defendant has refused to negotiate a settlement without a confidentiality agreement. Exhibits 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15.

4. Defendant's final communication on the issue implies that Honda may agree to Release terms that do not include a confidentiality requirement; however, Honda has not explicitly stated confidentiality is no longer required to settle the case. Exhibit 15
5. On April 3, 2020, Defendant filed its Offer of Judgment with the Horry County Clerk of Court; however, Defendant did not attach the Release specifically referenced in the Offer. Exhibit 16
6. Since the Release is a material aspect of the Offer and was referenced, but not included in Defendant's filed Offer of Judgment, said Offer is defective. Assuming Defendant were to be able to obtain a verdict lower than its numerical offer, the Court could not determine if the verdict satisfied Rule 68 since the Release is not in the record.
7. Additionally, Defendant is not entitled to confidentiality under any rule of civil procedure or statutory provision.
8. Defendant's Offer is defective as Defendant will never be able to show that Plaintiff's verdict is less than the Defendant's offer as the jury will never be required to find that its verdict should be confidential. Plaintiff does not have to obtain a verdict that does not possess confidentiality and Defendant cannot force the jury to rule that the jury's verdict is to be confidential.
9. Defendant's Offer also creates an impossibility for Plaintiff. If Plaintiff were to accept Defendant's Offer of Judgment, she would be required to file a written acceptance of the Offer with the Clerk of Court. Ms. West would be required to set forth the terms of the settlement which would violate the terms of the

confidentiality agreement Plaintiff believes is in the referenced Release.

10. Plaintiff requests that the Court strike Defendant's Offer of Judgment from the record.

The undersigned hereby certifies and affirms in accordance with Rule 11 of the South Carolina Rules of Civil Procedure that prior to the filing of this Motion, Plaintiffs' counsel consulted with opposing counsel by correspondence dated October 26, 2020, but has been unable to resolve this matter.

PLEASE BE PRESENT TO OPPOSE SAID MOTION IF SO MINDED.

**C. STEVEN MOSKOS, P.A.**  
**Attorney for Plaintiff**

BY: s/C. Steven Moskos  
SC Bar#: 7938  
4000 Faber Place Drive, Ste. 300,  
North Charleston, South Carolina 29405  
Telephone: 843-763-5297  
Email: [steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

Charleston, South Carolina  
November 14, 2020

**SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into this \_\_\_\_\_ day of December, by and between Tammy Batten West (“Plaintiff”) and American Honda Motor Co., Inc. (“Honda”). All parties to this Agreement are hereinafter collectively referred to as the “Parties”. In consideration of the compromise of disputed claims and other consideration set forth below, the Parties covenant and agree as follows:

**ARTICLE I**  
**ACKNOWLEDGMENTS, WARRANTIES,**  
**COVENANTS & REPRESENTATIONS**

1.1 **Authority.** The Parties represent and warrant that the signatories to this Agreement have the power and authority to execute and deliver this Agreement and to bind the Parties to performance of the obligations hereunder. The Parties acknowledge and agree that the execution and delivery of this Agreement is their free and voluntary act, that all of the terms of this Agreement were negotiated at arm's-length, and that they were at all times represented by competent, independent counsel.

1.2 **Good Faith Intent.** The Parties acknowledge, represent, and warrant that the execution and delivery of this Agreement and the performance of any actions required by this Agreement are being undertaken by them in good faith. Neither the execution and delivery of this Agreement nor the performance of any actions required by this Agreement, is being consummated with or as a result of any actual intent to hinder, delay or defraud any entity.

1.3 **Modifications.** The Parties acknowledge and agree that this Agreement may not be modified except by a written instrument signed by all Parties. The Parties shall not directly or indirectly take any action of any kind or nature whatsoever seeking in whole or in part to unilaterally modify, alter, or diminish the force or effect of any of the terms and conditions of this

Agreement. The Parties shall have no obligation to consent to any requested modification.

**ARTICLE II**  
**SETTLEMENT OF CLAIMS**

2.1 Payment to Plaintiff. After the entry of this Agreement, Honda shall pay Plaintiff through her counsel, a sum of \_\_\_\_\_ (“Settlement Amount”), which payment shall represent full and complete settlement of any and all rights, damages and claims of whatever nature that Plaintiff may have against Honda. The settlement check shall be made payable to Plaintiff and her attorney and delivered to Plaintiff’s attorney within thirty (30) days after entry of this Agreement and overnighted to Plaintiff’s attorney for receipt within three (3) business days of the transfer of the 2017 Honda CR-V VIN: 2HKRW1H87HH508034 (“Vehicle”) by Plaintiff to Honda or its authorized designee.

2.2 Attorney Fees. Honda will pay Plaintiff’s counsel the sum of \_\_\_\_\_ within fifteen (15) days after the execution of this Agreement.

2.3 Loan Payoff. Honda agrees to pay the lienholder South State Bank the sum of \_\_\_\_\_ which represents the balance due on the loan as of December 13, 2018, for the loan on Vehicle Account Number ending in 2655 (“Account”). Honda further agrees to indemnify and hold Plaintiff harmless with respect to any additional charge per diem of One and 54/100 Dollars (\$1.54) that may have accrued on the Account since the last payment inquiry relating to the loan payoff. The payoff check will be overnighted to the lienholder for receipt within three (3) business days of the transfer of the Vehicle.

2.4 Return of Vehicle. Upon payment to the Plaintiff, Plaintiff agrees to immediately release all rights or interests in the Vehicle and transfer possession of the Vehicle to Honda or its designee. Plaintiff further represents, warrants and agrees that the condition of the Vehicle, including

accessories, are in substantially the same condition as when purchased, except for normal wear, tear and use.

2.5 Disclaimer of Warranties. The Parties understand and agree that no other warranties, express or implied, hereby arise from or are reinstated by this Agreement.

### **ARTICLE III** **RELEASES**

3.1 Release. Plaintiff, on behalf of herself and her respective heirs, agents, successors and assigns, do hereby release and forever discharge Honda and their representatives, agents, successors, assigns, officers, directors, employees, affiliates, authorized dealers, parent and indirect parent corporations, and subsidiaries and indirect subsidiaries, and their respective agents, successors, assigns, officers, directors, employees, affiliates, and subsidiaries from any and all actions, causes of action, debts, dues, claims, demands, liabilities, fines, penalties, and obligations of every kind and nature, both in law and in equity, either now accrued or hereafter maturing, known or unknown, and existing as of the date of this Agreement, relating in any manner directly or indirectly to the Vehicle that was the subject of the of the Litigation, all to the end that all claims or matters that are, or might be in controversy between the Parties and those persons and entities released herein are forever put at rest, it being the Parties' clear intention to forever discharge and release all their past, present and future claims against those persons and entities herein released for all consequences resulting in or potentially to result from the aforementioned claims or matters that are, or might be in existence as of the date of this Agreement. The Parties understand and agree that the performances of respective obligations established under this Agreement are not released therefrom. Plaintiff or her respective heirs, agents, successors and assigns agree never to institute or cause to be instituted any suit or proceeding of any kind against Honda or its representatives, agents, successors, assigns, officers, directors, employees, affiliates, authorized

dealers, parent and indirect corporations, and subsidiaries and indirect subsidiaries, and their respective agents, successors, assigns, officers, directors, employees, affiliates, and subsidiaries on account of any claim, either now accrued or hereafter maturing, known or unknown, relating in any manner directly or indirectly to the Vehicle.

3.2 Dismissal of Litigation. Plaintiff shall file a dismissal with prejudice as to HONDA with respect to all claims in litigation captioned Tammy Batten West v. American Honda Motor Company, Inc., Horry County File No.: 18-CP-26-6346 within five (5) business days of the transfer of the Vehicle.

#### **ARTICLE IV** **MISCELLANEOUS PROVISIONS**

4.1 Survival of Provisions. The acknowledgments, representations, agreements and obligations contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement.

4.2 No Admissions. Nothing in this Agreement shall be construed as an admission of wrongdoing, liability, or culpability on the part of Honda as an admission by Honda of the existence of any legitimate claims against it.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

4.4 Confidentiality. It is understood and agreed by Plaintiff that as further Consideration for this Release all financial terms, including the negotiation of the financial terms of this Agreement (hereinafter "Such Information") shall remain strictly confidential and shall not be disclosed to any third parties absent a court order requiring such disclosure. Plaintiff further agrees that neither he nor his counsel shall directly or indirectly, explicitly or implicitly, orally or in

writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize Such Information to any persons other themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of Such Information, or a motion or application therefore, Plaintiff shall notify Releasees and/or their counsel of the order, motion or application and all known information concerning such order, motion or application. Plaintiff and his attorneys further agree they will not reveal in any other manner Such Information. Specifically, they agree they will not reveal any attempt to settle or by affirming or denying any amounts or ranges of the settlement amount. Further, Plaintiff and his attorneys shall refrain from making, causing to be made, or participating in the making of any public announcement concerning Such Information, and shall refrain from contacting, causing another to contact, or participating in the dissemination of Such Information to the news media, any attorney or organization of attorneys, or any consumer organization.

4.5 Headings. The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof or thereof.

4.6 Entire Agreement. The terms of this Agreement are intended by the parties as a final and complete expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement and Release under seal, as of the day and year first above written.

By: \_\_\_\_\_  
Tammy Batten West

American Honda Motor Co., Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into this \_\_\_\_\_ day of December, by and between Tammy Batten West (“Plaintiff”) and American Honda Motor Co., Inc. (“Honda”). All parties to this Agreement are hereinafter collectively referred to as the “Parties”. In consideration of the compromise of disputed claims and other consideration set forth below, the Parties covenant and agree as follows:

**ARTICLE I**  
**ACKNOWLEDGMENTS, WARRANTIES,**  
**COVENANTS & REPRESENTATIONS**

1.1 Authority. The Parties represent and warrant that the signatories to this Agreement have the power and authority to execute and deliver this Agreement and to bind the Parties to performance of the obligations hereunder. The Parties acknowledge and agree that the execution and delivery of this Agreement is their free and voluntary act, that all of the terms of this Agreement were negotiated at arm's-length, and that they were at all times represented by competent, independent counsel.

1.2 Good Faith Intent. The Parties acknowledge, represent, and warrant that the execution and delivery of this Agreement and the performance of any actions required by this Agreement are being undertaken by them in good faith. Neither the execution and delivery of this Agreement nor the performance of any actions required by this Agreement, is being consummated with or as a result of any actual intent to hinder, delay or defraud any entity.

1.3 Modifications. The Parties acknowledge and agree that this Agreement may not be modified except by a written instrument signed by all Parties. The Parties shall not directly or indirectly take any action of any kind or nature whatsoever seeking in whole or in part to unilaterally modify, alter, or diminish the force or effect of any of the terms and conditions of this

Agreement. The Parties shall have no obligation to consent to any requested modification.

**ARTICLE II**  
**SETTLEMENT OF CLAIMS**

2.1 Payment to Plaintiff. After the entry of this Agreement, Honda shall pay Plaintiff through her counsel, a sum of \_\_\_\_\_ (“Settlement Amount”), which payment shall represent full and complete settlement of any and all rights, damages and claims of whatever nature that Plaintiff may have against Honda. The settlement check shall be made payable to Plaintiff and her attorney C. Steven Moskos, PA Trust Account and delivered to Plaintiff’s attorney within thirty (30) days after entry of this Agreement and overnighted to Plaintiff’s attorney for receipt within ~~three~~one (31) business days of the transfer of the 2017 Honda CR-V VIN: 2HKRW1H87HH508034 (“Vehicle”) by Plaintiff to Honda or its authorized designee.

2.2 Attorney Fees. Honda will pay Plaintiff’s counsel the sum of \_\_\_\_\_ within fifteen (15) days after the execution of this Agreement.

2.3 Loan Payoff. Honda agrees to pay the lienholder South State Bank the sum of \_\_\_\_\_ which represents the balance due on the loan as of December 13, 2018, for the loan on Vehicle Account Number ending in 2655 (“Account”). Honda further agrees to indemnify and hold Plaintiff harmless with respect to any additional charge per diem of One and 54/100 Dollars (\$1.54) that may have accrued on the Account since the last payment inquiry relating to the loan payoff. The payoff check will be overnighted to the lienholder for receipt within three (3) business days of the transfer of the Vehicle.

2.4 Return of Vehicle. Upon payment to the Plaintiff, Plaintiff agrees to immediately release all rights or interests in the Vehicle and transfer possession of the Vehicle to Honda or its designee. Plaintiff further represents, warrants and agrees that the condition of the Vehicle, including

accessories, are in substantially the same condition as when purchased, except for normal wear, tear and use.

2.5 Disclaimer of Warranties. The Parties understand and agree that no other warranties, express or implied, hereby arise from or are reinstated by this Agreement.

### **ARTICLE III** **RELEASES**

3.1 Release. Plaintiff, on behalf of herself and her respective heirs, agents, successors and assigns, do hereby release and forever discharge Honda and their representatives, agents, successors, assigns, officers, directors, employees, affiliates, authorized dealers, parent and indirect parent corporations, and subsidiaries and indirect subsidiaries, and their respective agents, successors, assigns, officers, directors, employees, affiliates, and subsidiaries from any and all actions, causes of action, debts, dues, claims, demands, liabilities, fines, penalties, and obligations of every kind and nature, both in law and in equity, either now accrued or hereafter maturing, known or unknown, and existing as of the date of this Agreement, relating in any manner directly or indirectly to the Vehicle that was the subject of the of the Litigation, all to the end that all claims or matters that are, or might be in controversy between the Parties and those persons and entities released herein are forever put at rest, it being the Parties' clear intention to forever discharge and release all their past, present and future claims against those persons and entities herein released for all consequences resulting in or potentially to result from the aforementioned claims or matters that are, or might be in existence as of the date of this Agreement. The Parties understand and agree that the performances of respective obligations established under this Agreement are not released therefrom. Plaintiff or her respective heirs, agents, successors and assigns agree never to institute or cause to be instituted any suit or proceeding of any kind against Honda or its representatives, agents, successors, assigns, officers, directors, employees, affiliates, authorized

dealers, parent and indirect corporations, and subsidiaries and indirect subsidiaries, and their respective agents, successors, assigns, officers, directors, employees, affiliates, and subsidiaries on account of any claim, either now accrued or hereafter maturing, known or unknown, relating in any manner directly or indirectly to the Vehicle.

3.2 Dismissal of Litigation. Plaintiff shall file a dismissal with prejudice as to HONDA with respect to all claims in litigation captioned Tammy Batten West v. American Honda Motor Company, Inc., Horry County File No.: 18-CP-26-6346 within five (5) business days of the ~~transfer of the Vehicle~~ delivery of payment to Plaintiff or delivery of payment to South State Bank whichever is later.

**ARTICLE IV**  
**MISCELLANEOUS PROVISIONS**

4.1 Survival of Provisions. The acknowledgments, representations, agreements and obligations contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement.

4.2 No Admissions. Nothing in this Agreement shall be construed as an admission of wrongdoing, liability, or culpability on the part of Honda as an admission by Honda of the existence of any legitimate claims against it.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

~~4.4 Confidentiality. It is understood and agreed by Plaintiff that as further Consideration for this Release all financial terms, including the negotiation of the financial terms of this Agreement (hereinafter "Such Information") shall remain strictly confidential and shall not be disclosed to any third parties absent a court order requiring such disclosure. Plaintiff further agrees~~

~~that neither he nor his counsel shall directly or indirectly, explicitly or implicitly, orally or in writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize Such Information to any persons other themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of Such Information, or a motion or application therefore, Plaintiff shall notify Releasees and/or their counsel of the order, motion or application and all known information concerning such order, motion or application. Plaintiff and his attorneys further agree they will not reveal in any other manner Such Information. Specifically, they agree they will not reveal any attempt to settle or by affirming or denying any amounts or ranges of the settlement amount. Further, Plaintiff and his attorneys shall refrain from making, causing to be made, or participating in the making of any public announcement concerning Such Information, and shall refrain from contacting, causing another to contact, or participating in the dissemination of Such Information to the news media, any attorney or organization of attorneys, or any consumer organization.~~

4.5 Headings. The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof or thereof.

4.6 Entire Agreement. The terms of this Agreement are intended by the parties as a final and complete expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Settlement Agreement and Release under seal, as of the day and year first above written.

By: \_\_\_\_\_  
Tammy Batten West

American Honda Motor Co., Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit 3

**GENERAL RELEASE OF ALL CLAIMS**

FOR AND IN CONSIDERATION OF the sum of twenty two thousand six hundred ninety one dollars and ten cents (**\$22,691.10**) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of eleven thousand three hundred eight dollars and ninety cents (**\$11,308.90**) to be payable to Tammy Batten West and ~~seven-fifteen~~ thousand ~~four hundred~~ dollars and no cents (~~\$715,400,000.00~~) for attorneys fees and costs, on behalf of Tammy Batten West (hereinafter the "CLAIMANT"), and on behalf of all and each of her heirs, executors, administrators, successors, owners and assigns, hereby releases and forever discharges American Honda Motor Co., Inc. (hereinafter the "DEFENDANT"), its agents, officers, employees, partners, insurers, adjusters, investigators, representatives, attorneys, shareholders, suppliers, directors, subsidiaries, parent and related corporations or entities, predecessors and successors in interest, authorized dealers, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, who are or may ever become liable to the CLAIMANT including, but not limited to, Honda Motor Co., Ltd, Honda R&D Co., Ltd., and Honda Canada, Inc.. (with DEFENDANT, hereinafter the "RELEASEE"), of and from any and all damages, claims, and liens of any type involving a 2017 Honda CRV, VIN 2HKRW1H87HH508034 (hereinafter "THE VEHICLE"), or arising out of the events set forth in the CLAIMANT'S Complaint filed in action number 2018-CP-26-6346 in the Common Pleas Court of the State of South Carolina, in and for the County of Horry, (hereinafter the "THE COMPLAINT"), such complaint being incorporated herein by reference.

THE COMPLAINT and causes of action alleged therein involve disputed questions of fact and law. RELEASEE and CLAIMANT now wish fully and finally to avoid further costs of litigation and to compromise and settle any and all claims, controversies and disputes between them, including all past, present and potential claims based on, derived from, or related to THE VEHICLE and THE VEHICLE purchase loan.

NOW, THEREFORE, in consideration of the following terms, covenants and conditions, and the payment by or on behalf of RELEASEES of the sum set forth in Paragraph 1 herein, the CLAIMANT hereby agree as follows:

1. Payment of the above-mentioned sum of twenty two thousand six hundred ninety one dollars and ten cents (\$22,691.10) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of eleven thousand three hundred eight dollars and ninety cents (\$11,308.90) payable to Tammy Batten West ~~and her attorney, C. Steven Moskos, PA~~ and payment of ~~seven-fifteen~~ thousand dollars ~~four hundred~~ and no cents (~~\$715,400,000.00~~) to C. Steven Moskos PA, and shall occur upon CLAIMANT'S delivery to counsel for RELEASEES an unmodified fully executed original of this RELEASE and a fully executed Request for Dismissal of the entire COMPLAINT with prejudice. The payment to CLAIMANT shall be payable upon CLAIMANT'S delivery to counsel for RELEASEE all documents necessary to secure transfer of clean title of THE VEHICLE to DEFENDANT and THE VEHICLE in the condition described in paragraph 4, below, and DEFENDANT'S receipt of the title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances of any kind. The check payable to CLAIMANT and her attorney shall be deemed to have been paid upon the delivery by regular mail of said check(s) to C. Steven Moskos, PA.

2. CLAIMANT will surrender THE VEHICLE to DEFENDANT or its designee at the place designated by DEFENDANT. THE VEHICLE shall be currently registered except as follows. If THE VEHICLE'S registration has expired, CLAIMANT may surrender THE VEHICLE with a

Department of Motor Vehicle Certificate of Planned Non-Operation. This Certificate shall have been executed before THE VEHICLE's last registration expired. It shall cover the period from registration expiration to surrender. In addition, THE VEHICLE shall be clean, in good working order with all originally invoiced options and accessories intact, and free from any collision or other damage, or any warranty non-conformities, exclusive of normal wear and tear and such warranty non-conformities as are alleged to exist in THE COMPLAINT.

3. DEFENDANT or its designee shall inspect THE VEHICLE at the time of surrender by CLAIMANT to determine whether it is in the condition described in Paragraph 3, above. In the event the inspection of THE VEHICLE reveals that it is not in such condition, CLAIMANT shall pay to DEFENDANTS the reasonable costs of repair as necessary to return THE VEHICLE to the manufacturer's specifications.

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4. CLAIMANT will cooperate with DEFENDANT with respect to the transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking all necessary steps to accomplish such transfer of ownership including, but not limited to, causing all Department of Motor Vehicle documentary transfer requirements to be completed before the transfer of the settlement sum to CLAIMANT. CLAIMANT shall deliver the Certificate of Title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances, to DEFENDANT when they surrender THE VEHICLE to DEFENDANT. In the event THE VEHICLE serves as collateral for an existing loan to CLAIMANT, CLAIMANT shall, prior to delivery of the settlement sums, execute all documents necessary to allow DEFENDANTS to take possession of the Certificate of Title to THE VEHICLE when THE VEHICLE is surrendered in accordance with Paragraph 4, above. Further, in the event VEHICLE title transfer issues arise after delivery of the settlement sum to CLAIMANT and /or dismissal of THE COMPLAINT, CLAIMANT hereby warrants and agrees that he will cooperate with DEFENDANT with respect to transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking any additional steps necessary to accomplish such transfer of ownership.

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5. There is a risk that subsequent to the execution of this RELEASE, the CLAIMANT will incur or suffer personal loss, damage or any of these, which are in some way caused by the occurrences set forth in THE COMPLAINT, but which are unknown and unanticipated at the time this RELEASE is signed; and further, there is a risk that a loss, or damage presently known may be or may become more serious than the CLAIMANT now expects or anticipates.

6. This RELEASE is to be interpreted broadly to include, in addition to the allegations in THE COMPLAINT, any claim which could have been asserted against the RELEASEE based on the facts stated in THE COMPLAINT.

7. This RELEASE shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Nothing in this RELEASE, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors, heirs, issue and assigns, any rights or benefits under or by reason of this RELEASE. This RELEASE shall not be assignable by any party hereto without the prior written consent of the other party.

8. This RELEASE is intended to and CLAIMANT warrants that she will dispose of all liability of RELEASEES to all other creditors, lienholders, sureties and/or other persons or entities that might now or in the future have a claim or lien for any amounts which remain due and owing in connection with the purchase of THE VEHICLE or any repairs, maintenance, storage and/or service performed on THE VEHICLE. And, CLAIMANT will remain responsible for all amounts which

remain due and owing to any creditors, lienholders, sureties and/or other persons or entities, for any monies loaned or otherwise supplied for the purchase and/or any repair, service, modification, storage or maintenance of THE VEHICLE. CLAIMANT further warrants that in the event of a dispute with RELEASEES, any lender, creditor, lienholder, or other person or entity arising out of the failure of CLAIMANT to honor the terms of any and all contractual agreements entered in connection with THE VEHICLE, CLAIMANT warrants that she shall not assert as a defense in connection with said dispute any claim that was or could have been asserted in connection with this lawsuit, including, but not limited to, claims concerning the condition, performance, maintenance, or repair of THE VEHICLE.

9. The above-mentioned consideration is the entire and only consideration for this RELEASE, and the CLAIMANT shall be responsible for the payment of her attorneys' fees and legal expenses, if any were incurred.

10. No other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this RELEASE. The CLAIMANT has the sole right and exclusive authority to execute this RELEASE and receive the sum specified in it. She has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this RELEASE; and agree to indemnify and hold harmless RELEASEES from and against any claim based on, related to, or arising out of any such sales, assignment, transfer, conveyance or other disposal.

11. The action, causes of action, claims, demands, damages, subject matter of the litigation, and controversies described herein are free and clear of any pledges, charges, equities, claims, covenants, liens or encumbrances which may exist, by way of subrogation or otherwise. There are no other persons other than the CLAIMANT who now have, or may hereafter acquire against the parties released by this RELEASE or any of them, any action, cause of action, claim, demand, damage or controversy whatsoever arising out of or relating in any manner whatsoever to the damages sustained by the CLAIMANT as a result of the matters set forth in THE COMPLAINT or any damages resulting directly or indirectly therefrom. Should any lien, subrogation, claim or indemnity claim be made against the DEFENDANTS or RELEASEES, based on the matters set forth in THE COMPLAINT described above and/or on the services, goods or benefits provided and/or sold to the CLAIMANT in connection with THE VEHICLE, the CLAIMANT shall indemnify, defend and hold harmless RELEASEES from any and all such claims. Further, the CLAIMANT warrants and agrees she will defend and indemnify RELEASEES against and from any claim by the CLAIMANT's husband for damages arising out of the events alleged in THE COMPLAINT. Isn't this the same as paragraph 8?

~~12. Concurrently with the delivery of this RELEASE, counsel for the CLAIMANT will deliver to counsel for the RELEASEE an executed Request for Dismissal with prejudice of all actions involving the matters set forth in THE COMPLAINT including, but not limited to, Civil Action No. 2018-CP-26-6346 filed in the Common Pleas Court of the State of South Carolina, in and for the County of Horry. The handling and filing of this dismissal shall be in accordance with paragraph 1, above.~~

13. This RELEASE is a result of a compromise and shall never at any time for any reason be considered as an admission of liability or responsibility on the part of the parties herein released, who continue to deny such liability and to disclaim such responsibility. This RELEASE is not an admission and there has not been any finding by judge or jury that THE VEHICLE is known or should be known to have been required by law to be replaced or accepted

for restitution by a manufacturer due to the inability of the manufacturer to conform THE VEHICLE to applicable warranties pursuant to S.C. Code Ann. § 56-28-10, *et. seq.* or any other applicable law of the State of South Carolina, or any other state, or federal law.

~~14. It is understood and agreed by CLAIMANT that as further consideration for this RELEASE all financial terms, including the history, background, and negotiation of the financial terms of this settlement and Release (hereinafter "SUCH INFORMATION") shall remain strictly confidential and shall not be disclosed to any third parties absent a court order requiring such disclosure. CLAIMANT further agrees that neither she nor her counsel shall directly or indirectly, explicitly or implicitly, orally or in writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize SUCH INFORMATION to any persons other than themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of SUCH INFORMATION, or a motion or application therefor, CLAIMANT shall notify RELEASEE and/or their counsel of the order, motion or application and all known information concerning such order, motion or application.~~

~~CLAIMANT may disclose the contents of this Agreement to her attorney, accounting and/or tax professionals as may be necessary for tax or accounting purposes, subject to an express agreement to become obligated under and abide by this confidential and non-disclosure restriction.~~

~~CLAIMANT and her attorney further agree they will not reveal in any other manner SUCH INFORMATION. Specifically, they agree they will not reveal or attempt to reveal SUCH INFORMATION by providing an approximate amount of the settlement or by affirming or denying any amounts or ranges of the settlement amount.~~

~~Further, CLAIMANT and her attorney shall refrain from making, causing to be made, or participating in the making of any public announcements concerning SUCH INFORMATION, and shall refrain from contacting, causing another to contact, or participating in the dissemination of SUCH INFORMATION to the news media, any attorney or organization of attorneys, or any consumer organization. If the CLAIMANT is asked a question regarding SUCH INFORMATION, CLAIMANT agrees to limit her response to stating that "the matter was settled prior to trial and I have no further comment."~~

~~15. The covenants and conditions set forth in Section 14 are a material part of this RELEASE, and any breach thereof on the part of CLAIMANT will give rise to an action by RELEASEES for rescission of this Release, damages, and/or injunctive relief. The prevailing party in any action, suit or other legal proceeding brought forth to enforce the terms of Section 14 of this RELEASE shall be entitled to recover attorneys' fees and costs incurred in such action, suit or legal proceeding.~~

16. This RELEASE represents and contains the entire RELEASE and understanding among the parties hereto with respect to the subject matter of this RELEASE AND supersedes any and all prior oral and written RELEASES and understandings, and no representation, warranty, condition, understanding or Release of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This RELEASE may not be amended or modified except by an express written Release signed by RELEASEES. This RELEASE contains the entire Release between the Claimant and the RELEASEES with regard to the matters set forth

in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

17. In entering into this RELEASE, CLAIMANT represents that the terms of this RELEASE have been completely read, and the meaning and consequences of this RELEASE are fully understood and voluntarily accepted by CLAIMANT. CLAIMANT has not relied upon any representation, express or implied, made by RELEASEES or any of their representatives, as to the tax consequences of this RELEASE, and CLAIMANT releases RELEASEE from any and all liability in connection with any such tax consequences.

18. In the event that one or more of the provisions, or portions thereof, of this RELEASE is determined to be illegal or unenforceable, the remainder of this RELEASE shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

19. This RELEASE may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this RELEASE.

20. ~~Except as otherwise stated in paragraph 15, above, i~~In the event of any litigation hereafter filed by CLAIMANT or RELEASEE to interpret or enforce any provision of this RELEASE, or the settlement which gave rise thereto, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to whatever other remedies may be available.

21. This RELEASE is executed in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

DATED: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
Tammy Batten West, CLAIMANT

**AGREED TO AND APPROVED AS TO FORM AND CONTENT:**

~~\_\_\_\_\_The content of this General Release of All Claims has been reviewed by Tammy Batten West and has been explained to Tammy Batten West and is agreed to and approved as to form and content.~~

DATED: \_\_\_\_\_, 2019 SIGNED: \_\_\_\_\_

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## Exhibit 4

**GENERAL RELEASE OF ALL CLAIMS**

Style Definition

FOR AND IN CONSIDERATION OF the sum of twenty two thousand six hundred ninety one dollars and ten cents (~~\$22,691.10~~) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of eleven thousand three hundred eight dollars and ninety cents (~~\$11,308.90~~) to be payable to Tammy Batten West and ~~seveneleven~~ thousand dollars and no cents (~~\$711,000.00~~) for ~~attorneysattorney's~~ fees and costs, on behalf of Tammy Batten West (hereinafter the "CLAIMANT"), and on behalf of all and each of her heirs, executors, administrators, successors, owners and assigns, hereby releases and forever discharges American Honda Motor Co., Inc. (hereinafter the "~~DEFENDANTDEFENDANT~~"), its agents, officers, employees, partners, insurers, adjusters, investigators, representatives, attorneys, shareholders, suppliers, directors, subsidiaries, parent and related corporations or entities, predecessors and successors in interest, authorized dealers, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, who are or may ever become liable to the CLAIMANT including, but not limited to, Honda Motor Co., Ltd, Honda R&D Co., Ltd., and Honda Canada, Inc.. (with ~~DEFENDANTDEFENDANT~~, hereinafter the "RELEASEE"), of and from any and all damages, claims, and liens of any type involving a 2017 Honda CRV, VIN 2HKRW1H87HH508034 (hereinafter "THE VEHICLE"), or arising out of the events set forth in the CLAIMANT'S Complaint filed in action number 2018-CP-26-6346 in the Common Pleas Court of the State of South Carolina, in and for the County of Horry, (hereinafter the "THE COMPLAINT"), such complaint being incorporated herein by reference.

THE COMPLAINT and causes of action alleged therein involve disputed questions of fact and law. RELEASEE and CLAIMANT now wish fully and finally to avoid further costs of litigation and to compromise and settle any and all claims, controversies and disputes between them, including all past, present and potential claims based on, derived from, or related to THE VEHICLE and THE VEHICLE purchase loan.

NOW, THEREFORE, in consideration of the following terms, covenants and conditions, and the payment by or on behalf of RELEASEES of the sum set forth in Paragraph 1 herein, the CLAIMANT hereby agree as follows:

1. ~~—~~ Payment of the above-mentioned sum of twenty two thousand six hundred ninety one dollars and ten cents (\$22,691.10) *plus all requisite per diem charges* ~~to~~ the lien holder, South State Bank, account number 12502655, payment of eleven thousand three hundred eight dollars and ninety cents (\$11,308.90) payable to Tammy Batten West and her attorney, C. Steven Moskos, PA and payment of ~~seveneleven~~ thousand dollars and no cents (~~\$711,000.00~~) to C. Steven Moskos PA, and shall occur upon CLAIMANT'S delivery to counsel for RELEASEES an unmodified fully executed original of this RELEASE and a fully executed Request for Dismissal of the entire COMPLAINT with prejudice. Counsel for RELEASEES shall provide an electronic image of the check(s) necessary to comply with this paragraph following CLAIMANT'S delivery to counsel for RELEASEES an unmodified fully executed original of this RELEASE. CLAIMANT, in her discretion, shall have the option to receive the eleven thousand three hundred eight dollars and ninety cents (\$11,308.90) payment in a check made payable solely to her. If CLAIMANT elects to have payment of this amount made solely to her, she shall provide counsel for RELEASEES with a completed W-9 form with the unmodified fully executed original of this RELEASE. The payment to CLAIMANT shall be payable upon CLAIMANT'S delivery to counsel for RELEASEE all documents necessary to secure transfer of clean title of THE VEHICLE to DEFENDANT and THE VEHICLE in the condition described in paragraph 4, ~~below, and DEFENDANT'S receipt of the title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances of any kind.~~ The

check payable to CLAIMANT and her attorney shall be deemed to have been paid upon the delivery by regular mail of said check(s) to C. Steven Moskos, PA.

2. CLAIMANT will surrender THE VEHICLE to DEFENDANT/DEFENDANT or its designee at the place designated by DEFENDANT/DEFENDANT. THE VEHICLE shall be currently registered except as follows. If THE VEHICLE'S registration has expired, CLAIMANT may surrender THE VEHICLE with a Department of Motor Vehicle Certificate of Planned Non-Operation. This Certificate shall have been executed before THE VEHICLE'S last registration expired. It shall cover the period from registration expiration to surrender. In addition, THE VEHICLE shall be clean, in good working order with all originally invoiced options and accessories intact, and free from any collision or other damage, or any warranty non-conformities, exclusive of normal wear and tear and such warranty non-conformities as are alleged to exist in THE COMPLAINT.

3. DEFENDANT/DEFENDANT or its designee shall inspect THE VEHICLE at the time of surrender by CLAIMANT to determine whether it is in the condition described in Paragraph 32, above. In the event the inspection of THE VEHICLE reveals that it is not in such condition, CLAIMANT shall pay to DEFENDANT/S/DEFENDANT the reasonable costs of repair as necessary to return THE VEHICLE to the manufacturer's specifications.

4. CLAIMANT will cooperate with DEFENDANT/DEFENDANT with respect to the transfer of ownership of THE VEHICLE to DEFENDANT/DEFENDANT or its designee by taking all necessary steps to accomplish such transfer of ownership including, but not limited to, causing all Department of Motor Vehicle documentary transfer requirements to be completed before the transfer of the settlement sum to CLAIMANT. CLAIMANT shall deliver the Certificate of Title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances, to DEFENDANT/DEFENDANT when ~~they~~ surrender/she surrenders THE VEHICLE to DEFENDANT/DEFENDANT. In the event THE VEHICLE serves as collateral for an existing loan to CLAIMANT, CLAIMANT shall, prior to delivery of the settlement sums, execute all documents necessary to allow DEFENDANT/S/DEFENDANT to take possession of the Certificate of Title to THE VEHICLE when THE VEHICLE is surrendered in accordance with Paragraph 43, above. Further, in the event VEHICLE title transfer issues arise after delivery of the settlement sum to CLAIMANT and /or dismissal of THE COMPLAINT, CLAIMANT hereby warrants and agrees that ~~heshe~~ he/she will cooperate with DEFENDANT/DEFENDANT with respect to transfer of ownership of THE VEHICLE to DEFENDANT/DEFENDANT or its designee by taking any additional steps necessary to accomplish such transfer of ownership.

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~~5. There is a risk that subsequent to the execution of this RELEASE, the CLAIMANT will incur or suffer personal loss, damage or any of these, which are in some way caused by the occurrences set forth in THE COMPLAINT, but which are unknown and unanticipated at the time this RELEASE is signed; and further, there is a risk that a loss, or damage presently known may be or may become more serious than the CLAIMANT now expects or anticipates.~~

~~5.6.~~ This RELEASE is to be interpreted broadly to include, in addition to the allegations in THE COMPLAINT, any claim which could have been asserted against the RELEASEE based on the facts stated in THE COMPLAINT. This RELEASE is not intended to waive any rights which CLAIMANT may have with respect to future personal injury claims sounding in products liability unrelated to

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the defects asserted in the Action that may accrue after the execution of this Release. CLAIMANT hereby warrants that at this time CLAIMANT has no such injuries or claims.

~~6.7.~~ This RELEASE shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Nothing in this RELEASE, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors, heirs, issue and assigns, any rights or benefits under or by reason of this RELEASE. This RELEASE shall not be assignable by any party hereto without the prior written consent of the other party.

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~~7.8.~~ This RELEASE is intended to and CLAIMANT warrants that she will dispose of all liability of RELEASEES to all other creditors, lienholders, sureties and/or other persons or entities that might now or in the future have a claim or lien for any amounts which remain due and owing in connection with the purchase of THE VEHICLE or any repairs, maintenance, storage and/or service performed on THE VEHICLE. And, CLAIMANT will remain responsible for all amounts which remain due and owing to any creditors, lienholders, sureties and/or other persons or entities, for any monies loaned or otherwise supplied for the purchase and/or any repair, service, modification, storage or maintenance of THE VEHICLE. CLAIMANT further warrants that in the event of a dispute with RELEASEES, any lender, creditor, lienholder, or other person or entity arising out of the failure of CLAIMANT to honor the terms of any and all contractual agreements entered in connection with THE VEHICLE, CLAIMANT warrants that she shall not assert as a defense in connection with said dispute any claim that was or could have been asserted in connection with this lawsuit, including, but not limited to, claims concerning the condition, performance, maintenance, or repair of THE VEHICLE.

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~~8.9.~~ The above-mentioned consideration is the entire and only consideration for this RELEASE, and the CLAIMANT shall be responsible for the payment of her attorneys' fees and legal expenses, if any were incurred.

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~~9.~~ ~~10.~~ No other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this RELEASE. The CLAIMANT has the sole right and exclusive authority to execute this RELEASE and receive the sum specified in it. She has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this RELEASE; and agree to indemnify and hold harmless RELEASEES from and against any claim based on, related to, or arising out of any such sales, assignment, transfer, conveyance or other disposal.

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~~10.~~ ~~11.~~ The action, causes of action, claims, demands, damages, subject matter of the litigation, and controversies described herein are free and clear of any pledges, charges, equities, claims, covenants, liens or encumbrances which may exist, by way of subrogation or otherwise. There are no other persons other than the CLAIMANT who now have, or may hereafter acquire against the parties released by this RELEASE or any of them, any action, cause of action, claim, demand, damage or controversy whatsoever arising out of or relating in any manner whatsoever to the damages sustained by the CLAIMANT as a result of the matters set forth in THE COMPLAINT or any damages resulting directly or indirectly therefrom. Should any lien, subrogation, claim or indemnity claim be made against the ~~DEFENDANTS~~ DEFENDANT or RELEASEES, based on the matters set forth in THE COMPLAINT described above and/or on the services, goods or benefits provided and/or sold to the CLAIMANT in connection with THE VEHICLE, the CLAIMANT shall indemnify, defend and hold harmless RELEASEES from any and all such claims. Further, the CLAIMANT warrants and agrees she will defend and indemnify RELEASEES against and

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~~from any claim by the CLAIMANT'S husband for damages arising out of the events alleged in THE COMPLAINT.~~

~~11. — 12.~~ Concurrently with the delivery of this RELEASE, counsel for the CLAIMANT will deliver to counsel for the RELEASEE an executed Request for Dismissal with prejudice of all actions involving the matters set forth in THE COMPLAINT including, but not limited to, Civil Action No. 2018-CP-26-6346 filed in the Common Pleas Court of the State of South Carolina, in and for the County of Horry. The handling and filing of this dismissal shall be in accordance with paragraph 1, above.

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~~12. — 13.~~ This RELEASE is a result of a compromise and shall never at any time for any reason be considered as an admission of liability or responsibility on the part of the parties herein released, who continue to deny such liability and to disclaim such responsibility. This RELEASE is not an admission and there has not been any finding by judge or jury that THE VEHICLE is known or should be known to have been required by law to be replaced or accepted for restitution by a manufacturer due to the inability of the manufacturer to conform THE VEHICLE to applicable warranties pursuant to S.C. Code Ann. § 56-28-10, et. seq. or any other applicable law of the State of South Carolina, or any other state, or federal law.

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~~13. — 14.~~ It is understood and agreed by CLAIMANT that as further ~~consideration~~ Consideration for this RELEASE all financial terms, including the history, background, and negotiation of the financial terms of this ~~settlement and Release (hereinafter "SUCH INFORMATION") shall remain strictly confidential and shall not be disclosed to any third parties absent a court order requiring such disclosure.~~ Agreement (hereinafter "SUCH INFORMATION") shall remain strictly confidential. CLAIMANT shall not disclose to anyone any information described in this paragraph, except: (a) if disclosure is ordered by a court of competent jurisdiction, and only if the other party has been given prior notice of the disclosure request and an opportunity to appear and defend against disclosure and/or to arrange for a protective order; (b) CLAIMANT may disclose the contents of this Agreement to her attorneys, accounting and/or tax professionals as may be necessary for tax or accounting purposes, subject to an express agreement to become obligated under and abide by this confidential and non-disclosure restriction; and (c) CLAIMANT may disclose that the Action has been dismissed.

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CLAIMANT further agrees that neither she nor her counsel shall directly or indirectly, explicitly or implicitly, orally or in writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize SUCH INFORMATION to any persons other ~~than~~ themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of Such Information, or a motion or application ~~therefor~~ therefore, CLAIMANT shall notify ~~RELEASEE~~ RELEASEES and/or ~~their~~ her counsel of the order, motion or application and all known information concerning such order, motion or application.

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~~CLAIMANT may disclose the contents of this Agreement to and her attorney, accounting and/or tax professionals as may be necessary for tax or accounting purposes, subject to an express agreement to become obligated under and abide by this confidential and non-disclosure restriction.~~

~~CLAIMANT and her attorney~~ counsel further agree they will not reveal in any other manner SUCH INFORMATION. Specifically, they agree they will not reveal ~~or any~~ attempt to ~~reveal~~ SUCH

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~~INFORMATION by providing an approximate amount of the settlement~~ settle or by affirming or denying any amounts or ranges of the settlement amount.

Further, CLAIMANT and her ~~attorney~~counsel shall refrain from making, causing to be made, or participating in the making of any public ~~announcements~~announcement concerning SUCH INFORMATION, and shall refrain from contacting, causing another to contact, or participating in the dissemination of SUCH INFORMATION to the news media, any attorney or organization of attorneys, or any consumer organization. ~~If the CLAIMANT is asked a question regarding SUCH INFORMATION, CLAIMANT agrees to limit her response to stating that "the matter was settled prior to trial and I have no further comment."~~

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~~14.~~ ~~15.~~ The covenants and conditions set forth in ~~Section 14~~paragraph 13 (including its subparts) are a material part of this RELEASE, and any breach thereof on the part of CLAIMANT will give rise to an action by RELEASEES for rescission of this Release, damages, and/or injunctive relief. The prevailing party in any action, suit or other legal proceeding brought forth to enforce the terms of ~~Section 14~~paragraph 13 of this RELEASE shall be entitled to recover attorneys' fees and costs incurred in such action, suit or legal proceeding.

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~~15.~~ ~~16.~~ This RELEASE represents and contains the entire RELEASE and understanding among the parties hereto with respect to the subject matter of this ~~RELEASE~~RELEASE AND supersedes any and all prior oral and written RELEASES and understandings, and no representation, warranty, condition, understanding or Release of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This RELEASE may not be amended or modified except by an express written Release signed by RELEASEES. This RELEASE contains the entire Release between the Claimant and the RELEASEES with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

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~~16.~~ ~~17.~~ In entering into this RELEASE, CLAIMANT represents that the terms of this RELEASE have been completely read, and the meaning and consequences of this RELEASE are fully understood and voluntarily accepted by CLAIMANT. CLAIMANT has not relied upon any representation, express or implied, made by RELEASEES or any of their representatives, as to the tax consequences of this RELEASE, and CLAIMANT releases RELEASEE from any and all liability in connection with any such tax consequences.

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~~17.~~ ~~18.~~ In the event that one or more of the provisions, or portions thereof, of this RELEASE is determined to be illegal or unenforceable, the remainder of this RELEASE shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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~~18.~~ ~~19.~~ This RELEASE may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this RELEASE.

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~~19.~~ ~~20.~~ Except as otherwise stated in paragraph ~~45~~14, above, in the event of any litigation hereafter filed by CLAIMANT or RELEASEE to interpret or enforce any provision of this RELEASE, or the settlement which gave rise thereto, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to whatever other remedies may be available.

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~~20.~~<sup>24.</sup> This RELEASE is executed in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Tammy Batten West, CLAIMANT

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~~AGREED TO AND APPROVED AS TO FORM AND CONTENT:~~

The content of this General Release of All Claims has been reviewed by Tammy Batten West and has been explained to Tammy Batten West ~~and is agreed to and approved as to form and content.~~

DATED: \_\_\_\_\_, 2019 \_\_\_\_\_ SIGNED: \_\_\_\_\_

C. Steven Moskos, Attorney

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**GENERAL RELEASE OF ALL CLAIMS**

FOR AND IN CONSIDERATION OF the sum of sixteen thousand nine hundred and six dollars and four cents (**\$16,906.04**) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of seventeen thousand two hundred forty four dollars and eighty cents (**\$17,244.80**) to be payable to Tammy Batten West and eight thousand two hundred and fifty dollars and no cents (**\$8,250.00**) for attorney's fees and costs, on behalf of Tammy Batten West (hereinafter the "CLAIMANT"), and on behalf of all and each of her heirs, executors, administrators, successors, owners and assigns, hereby releases and forever discharges American Honda Motor Co., Inc. (hereinafter the "DEFENDANT"), its agents, officers, employees, partners, insurers, adjusters, investigators, representatives, attorneys, shareholders, suppliers, directors, subsidiaries, parent and related corporations or entities, predecessors and successors in interest, authorized dealers, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, who are or may ever become liable to the CLAIMANT including, but not limited to, Honda Motor Co., Ltd, Honda R&D Co., Ltd., and Honda Canada, Inc.. (with DEFENDANT, hereinafter the "RELEASEE"), of and from any and all damages, claims, and liens of any type involving a 2017 Honda CRV, VIN 2HKRW1H87HH508034 (hereinafter "THE VEHICLE"), or arising out of the events set forth in the CLAIMANT'S Complaint filed in action number 2018-CP-26-6346 in the Common Pleas Court of the State of South Carolina, in and for the County of Horry, (hereinafter the "THE COMPLAINT"), such complaint being incorporated herein by reference.

THE COMPLAINT and causes of action alleged therein involve disputed questions of fact and law. RELEASEE and CLAIMANT now wish fully and finally to avoid further costs of litigation and to compromise and settle any and all claims, controversies and disputes between them, including all past, present and potential claims based on, derived from, or related to THE VEHICLE and THE VEHICLE purchase loan.

NOW, THEREFORE, in consideration of the following terms, covenants and conditions, and the payment by or on behalf of RELEASEE of the sum set forth in Paragraph 1 herein, the CLAIMANT hereby agrees as follows:

1. Payment of the above-mentioned sum of sixteen thousand nine hundred and six dollars and four cents (\$16,906.04) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of seventeen thousand two hundred forty four dollars and eighty cents (\$17,244.80) payable to Tammy Batten West and her attorney, C. Steven Moskos, PA and payment of eight thousand two hundred and fifty dollars and no cents (\$8,250.00) to C. Steven Moskos PA, and shall occur upon CLAIMANT'S delivery to counsel for RELEASEE an unmodified fully executed original of this RELEASE and a fully executed Request for Dismissal of the entire COMPLAINT with prejudice. Counsel for RELEASEE shall provide an electronic image of the check(s) necessary to comply with this paragraph following CLAIMANT'S delivery to counsel for RELEASEE an unmodified fully executed original of this RELEASE. CLAIMANT, in her discretion, shall have the option to receive the payment of seventeen thousand two hundred forty-four dollars and eighty cents (\$17,244.80) payment in a check made payable solely to her. If CLAIMANT elects to have payment of this amount made solely to her, she shall provide counsel for RELEASEE with a completed W-9 form with the unmodified fully executed original of this RELEASE. The payment to CLAIMANT shall be payable upon CLAIMANT'S delivery to counsel for RELEASEE all documents necessary to secure transfer of clean title of THE VEHICLE to DEFENDANT and THE VEHICLE in the condition described in paragraph 4. The check payable to CLAIMANT and her attorney shall be

deemed to have been paid upon the delivery by regular mail of said check(s) to C. Steven Moskos, PA.

2. CLAIMANT will surrender THE VEHICLE to DEFENDANT or its designee at the place designated by DEFENDANT. THE VEHICLE shall be currently registered except as follows. If THE VEHICLE'S registration has expired, CLAIMANT may surrender THE VEHICLE with a Department of Motor Vehicle Certificate of Planned Non-Operation. This Certificate shall have been executed before THE VEHICLE'S last registration expired. It shall cover the period from registration expiration to surrender. In addition, THE VEHICLE shall be clean, in good working order with all originally invoiced options and accessories intact, and free from any collision or other damage, or any warranty non-conformities, exclusive of normal wear and tear and such warranty non-conformities as are alleged to exist in THE COMPLAINT.

3. DEFENDANT or its designee shall inspect THE VEHICLE at the time of surrender by CLAIMANT to determine whether it is in the condition described in Paragraph 2, above. In the event the inspection of THE VEHICLE reveals that it is not in such condition, CLAIMANT shall pay to DEFENDANT the reasonable costs of repair as necessary to return THE VEHICLE to the manufacturer's specifications.

4. CLAIMANT will cooperate with DEFENDANT with respect to the transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking all necessary steps to accomplish such transfer of ownership including, but not limited to, causing all Department of Motor Vehicle documentary transfer requirements to be completed before the transfer of the settlement sum to CLAIMANT. CLAIMANT shall deliver the Certificate of Title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances, to DEFENDANT when she surrenders THE VEHICLE to DEFENDANT. In the event THE VEHICLE serves as collateral for an existing loan to CLAIMANT, CLAIMANT shall, prior to delivery of the settlement sums, execute all documents necessary to allow DEFENDANT to take possession of the Certificate of Title to THE VEHICLE when THE VEHICLE is surrendered in accordance with Paragraph 3, above. Further, in the event VEHICLE title transfer issues arise after delivery of the settlement sum to CLAIMANT and /or dismissal of THE COMPLAINT, CLAIMANT hereby warrants and agrees that she will cooperate with DEFENDANT with respect to transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking any additional steps necessary to accomplish such transfer of ownership.

5. This RELEASE is to be interpreted broadly to include, in addition to the allegations in THE COMPLAINT, any claim which could have been asserted against the RELEASEE based on the facts stated in THE COMPLAINT. This RELEASE is not intended to waive any rights which CLAIMANT may have with respect to future personal injury claims sounding in products liability unrelated to the defects asserted in the Action that may accrue after the execution of this Release. CLAIMANT hereby warrants that at this time CLAIMANT has no such injuries or claims.

6. This RELEASE shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Nothing in this RELEASE, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors, heirs, issue and assigns, any rights or benefits under or by reason of this RELEASE. This RELEASE shall not be assignable by any party hereto without the prior written consent of the other party.

7. This RELEASE is intended to and CLAIMANT warrants that she will dispose of all liability of RELEASEE to all other creditors, lienholders, sureties and/or other persons or entities that might now or in the future have a claim or lien for any amounts which remain due and owing in connection with the purchase of THE VEHICLE or any repairs, maintenance, storage and/or service

performed on THE VEHICLE. And, CLAIMANT will remain responsible for all amounts which remain due and owing to any creditors, lienholders, sureties and/or other persons or entities, for any monies loaned or otherwise supplied for the purchase and/or any repair, service, modification, storage or maintenance of THE VEHICLE. CLAIMANT further warrants that in the event of a dispute with RELEASEE, any lender, creditor, lienholder, or other person or entity arising out of the failure of CLAIMANT to honor the terms of any and all contractual agreements entered in connection with THE VEHICLE, CLAIMANT warrants that she shall not assert as a defense in connection with said dispute any claim that was or could have been asserted in connection with this lawsuit, including, but not limited to, claims concerning the condition, performance, maintenance, or repair of THE VEHICLE.

8. The above-mentioned consideration is the entire and only consideration for this RELEASE, and the CLAIMANT shall be responsible for the payment of her attorneys' fees and legal expenses, if any were incurred.

9. No other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this RELEASE. The CLAIMANT has the sole right and exclusive authority to execute this RELEASE and receive the sum specified in it. She has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this RELEASE; and agree to indemnify and hold harmless RELEASEE from and against any claim based on, related to, or arising out of any such sales, assignment, transfer, conveyance or other disposal.

10. The action, causes of action, claims, demands, damages, subject matter of the litigation, and controversies described herein are free and clear of any pledges, charges, equities, claims, covenants, liens or encumbrances which may exist, by way of subrogation or otherwise. There are no other persons other than the CLAIMANT who now have, or may hereafter acquire against the parties released by this RELEASE or any of them, any action, cause of action, claim, demand, damage or controversy whatsoever arising out of or relating in any manner whatsoever to the damages sustained by the CLAIMANT as a result of the matters set forth in THE COMPLAINT or any damages resulting directly or indirectly therefrom. Should any lien, subrogation, claim or indemnity claim be made against the DEFENDANT or RELEASEE, based on the matters set forth in THE COMPLAINT described above and/or on the services, goods or benefits provided and/or sold to the CLAIMANT in connection with THE VEHICLE, the CLAIMANT shall indemnify, defend and hold harmless RELEASEE from any and all such claims.

11. Concurrently with the delivery of this RELEASE, counsel for the CLAIMANT will deliver to counsel for the RELEASEE an executed Request for Dismissal with prejudice of all actions involving the matters set forth in THE COMPLAINT including, but not limited to, Civil Action No. 2018-CP-26-6346 filed in the Common Pleas Court of the State of South Carolina, in and for the County of Horry. The handling and filing of this dismissal shall be in accordance with paragraph 1, above.

12. This RELEASE is a result of a compromise and shall never at any time for any reason be considered as an admission of liability or responsibility on the part of the parties herein released, who continue to deny such liability and to disclaim such responsibility. This RELEASE is not an admission and there has not been any finding by judge or jury that THE VEHICLE is known or should be known to have been required by law to be replaced or accepted for restitution by a manufacturer due to the inability of the manufacturer to conform THE VEHICLE to applicable warranties pursuant

to S.C. Code Ann. § 56-28-10, *et. seq.* or any other applicable law of the State of South Carolina, or any other state, or federal law.

13. It is understood and agreed by CLAIMANT that as further Consideration for this RELEASE all financial terms, including the history, background, and negotiation of the financial terms of this Agreement (hereinafter "SUCH INFORMATION") shall remain strictly confidential. CLAIMANT shall not disclose to anyone any information described in this paragraph, except: (a) if disclosure is ordered by a court of competent jurisdiction, and only if the other party has been given prior notice of the disclosure request and an opportunity to appear and defend against disclosure and/or to arrange for a protective order; (b) CLAIMANT may disclose the contents of this Agreement to her attorneys, accounting and/or tax professionals as may be necessary for tax or accounting purposes, subject to an express agreement to become obligated under and abide by this confidential and non-disclosure restriction; and (c) CLAIMANT may disclose that the Action has been dismissed.

CLAIMANT further agrees that neither she nor her counsel shall directly or indirectly, explicitly or implicitly, orally or in writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize SUCH INFORMATION to any persons other themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of Such Information, or a motion or application therefore, CLAIMANT shall notify RELEASEE and/or her counsel of the order, motion or application and all known information concerning such order, motion or application.

CLAIMANT and her counsel further agree they will not reveal in any other manner SUCH INFORMATION. Specifically, they agree they will not reveal any attempt to settle or by affirming or denying any amounts or ranges of the settlement amount. Further, CLAIMANT and her counsel shall refrain from making, causing to be made, or participating in the making of any public announcement concerning SUCH INFORMATION, and shall refrain from contacting, causing another to contact, or participating in the dissemination of SUCH INFORMATION to the news media, any attorney or organization of attorneys, or any consumer organization.

14. The covenants and conditions set forth in paragraph 13 (including its subparts) are a material part of this RELEASE, and any breach thereof on the part of CLAIMANT will give rise to an action by RELEASEE for rescission of this Release, damages, and/or injunctive relief. The prevailing party in any action, suit or other legal proceeding brought forth to enforce the terms of paragraph 13 of this RELEASE shall be entitled to recover attorneys' fees and costs incurred in such action, suit or legal proceeding.

15. This RELEASE represents and contains the entire RELEASE and understanding among the parties hereto with respect to the subject matter of this RELEASE AND supersedes any and all prior oral and written RELEASES and understandings, and no representation, warranty, condition, understanding or Release of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This RELEASE may not be amended or modified except by an express written Release signed by RELEASEE. This RELEASE contains the entire Release between the Claimant and the RELEASEE with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

16. In entering into this RELEASE, CLAIMANT represents that the terms of this RELEASE have been completely read, and the meaning and consequences of this RELEASE are fully understood and voluntarily accepted by CLAIMANT. CLAIMANT has not relied upon any

representation, express or implied, made by RELEASEE or any of their representatives, as to the tax consequences of this RELEASE, and CLAIMANT releases RELEASEE from any and all liability in connection with any such tax consequences.

17. In the event that one or more of the provisions, or portions thereof, of this RELEASE is determined to be illegal or unenforceable, the remainder of this RELEASE shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

18. This RELEASE may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this RELEASE.

19. Except as otherwise stated in paragraph 14, above, in the event of any litigation hereafter filed by CLAIMANT or RELEASEE to interpret or enforce any provision of this RELEASE, or the settlement which gave rise thereto, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to whatever other remedies may be available.

20. This RELEASE is executed in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Tammy Batten West, CLAIMANT

The content of this General Release of All Claims has been reviewed by Tammy Batten West and has been explained to Tammy Batten West.

DATED: \_\_\_\_\_, 2020

SIGNED: \_\_\_\_\_  
C. Steven Moskos, Attorney

**Steve Moskos**

**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Tuesday, December 11, 2018 10:55 AM  
**To:** Patrick Cleary  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043  
**Attachments:** 20250352v1 - West\_ 2018-12-07- Settlement Agreement & Release - CSM Rev 01 12-11-18.docx

Patrick,

I have made a couple of changes to the Release. As I said, we will not agree to a confidentiality clause. Please let me know if we can move forward with a resolution. If so, we need to agree on a date to finalize the settlement numbers so we can reevaluate the payments to Ms. West and the bank in light of Honda's holiday closure. Thanks.

Steve

C. Steven Moskos  
 4000 Faber Place Dr., Suite 300  
 North Charleston, SC 29405  
 843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Friday, December 07, 2018 12:25 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

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Patrick

**Patrick J. Cleary**  
 Bowman and Brooke LLP  
 Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Wednesday, December 5, 2018 3:44 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Thanks.

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Wednesday, December 05, 2018 3:42 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** Re: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Steve,

I'm out of the office today at mediation out of state. I've passed along your email to the client and will circle back with you this week.

Patrick

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**To:** Patrick Cleary  
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6. The Parties will agree to resolve this matter by September 21, 2018.

I have attached a Release encompassing these terms. Please let me know if Honda will settle the underlying matter on these terms. If so, then I will let you know the amount of the attorney's fees so we can wrap everything up at one time.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Monday, December 03, 2018 9:21 AM  
**To:** [csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Mr. Moskos,

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Thanks,  
Patrick

**Patrick J. Cleary**

Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

---

**From:** Patrick Cleary  
**Sent:** Monday, November 26, 2018 11:17 AM  
**To:** 'csmoskos@earthlink.net' <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Mr. Moskos,

I am counsel for American Honda Motor Company in this matter and have received your Complaint. Please give me a call at your earliest convenience to discuss the matter and whether you have any demands for my client to review.

Patrick Cleary

**Patrick J. Cleary**

Senior Counsel  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533  
Email: [Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)



1441 Main Street, Suite 1200 | Columbia, SC 29201-2897

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**Steve Moskos**

---

**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Tuesday, December 18, 2018 4:33 PM  
**To:** Patrick Cleary  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Patrick,

We are not interested in signing a confidentiality agreement for a number of reasons. To keep it short, Ms. West does not want a tax consequence and she does not want this hanging over her head for the rest of her life. Please let me know if we can resolve this without a confidentiality agreement so we can wrap this up. Thanks.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [mailto:Patrick.Cleary@bowmanandbrooke.com]  
**Sent:** Thursday, December 13, 2018 11:14 AM  
**To:** C Steven Moskos <csmoskos@earthlink.net>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Steve,

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1. I've got to have a number on attorneys' fees and other damages before we can sign off on anything. To be clear, we're not trying to take the hardest of lines. But we need a ballpark.
2. We're working on some alternative language on confidentiality and will send.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**Sent:** Tuesday, December 11, 2018 10:55 AM  
**To:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

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C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

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**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Friday, December 07, 2018 12:25 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

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**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**Sent:** Wednesday, December 5, 2018 3:44 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Thanks.

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

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**Sent:** Wednesday, December 05, 2018 3:42 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** Re: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Steve,

I'm out of the office today at mediation out of state. I've passed along your email to the client and will circle back with you this week.

Patrick

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---

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**Sent:** Wednesday, December 5, 2018 2:27 PM  
**To:** Patrick Cleary  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

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I have attached a Release encompassing these terms. Please let me know if Honda will settle the underlying matter on these terms. If so, then I will let you know the amount of the attorney's fees so we can wrap everything up at one time.

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C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Monday, December 03, 2018 9:21 AM  
**To:** [csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Mr. Moskos,

Wanted to follow up on our conversations this week and see if an early resolution is possible. Please send me your demand at your earliest convenience – I kept getting a busy signal when I tried calling your office this morning.

Thanks,  
Patrick

**Patrick J. Cleary**

Bowman and Brooke LLP

Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

---

**From:** Patrick Cleary  
**Sent:** Monday, November 26, 2018 11:17 AM  
**To:** 'csmoskos@earthlink.net' <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Mr. Moskos,

I am counsel for American Honda Motor Company in this matter and have received your Complaint. Please give me a call at your earliest convenience to discuss the matter and whether you have any demands for my client to review.

Patrick Cleary

**Patrick J. Cleary**

Senior Counsel

Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

Email: [Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)



1441 Main Street, Suite 1200 | Columbia, SC 29201-2897

---

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**Steve Moskos**

---

**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Monday, January 14, 2019 8:38 AM  
**To:** Patrick Cleary  
**Cc:** Sara Tyer  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Thanks.

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [mailto:[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)]  
**Sent:** Monday, January 14, 2019 8:33 AM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Cc:** Sara Tyer <[Sara.Tyer@bowmanandbrooke.com](mailto:Sara.Tyer@bowmanandbrooke.com)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Steve,

Thanks for sending the payment history information. Expect to have an offer to you this week.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

---

**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Saturday, January 12, 2019 2:40 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** FW: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Patrick,  
Any word from Honda? Thanks.  
Steve

C. Steven Moskos

4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Wednesday, January 09, 2019 12:16 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Cc:** Sara Tyer <[Sara.Tyer@bowmanandbrooke.com](mailto:Sara.Tyer@bowmanandbrooke.com)>  
**Subject:** Re: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Thank you very much.

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---

**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Wednesday, January 9, 2019 12:14:13 PM  
**To:** Patrick Cleary  
**Cc:** Sara Tyer  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Patrick,

Please find attached a copy of Ms. West's payment history and payoff. Of course, all personal identifying information should be held in strict confidence.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Wednesday, January 02, 2019 8:51 AM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Cc:** Sara Tyer <[Sara.Tyer@bowmanandbrooke.com](mailto:Sara.Tyer@bowmanandbrooke.com)>  
**Subject:** RE: Tammy West v. American Honda Motor Company - Case No.: 2018-CP-26-2043

Steve,

Hope you had a good holiday and New Year's. Wanted to follow up on the West matter.

First, do you have Ms. West's payment information for the subject vehicle?

Second, as I've mentioned several times, Honda is interested in reaching resolution. But we need a number for you regarding attorneys' fees before we can get to that point.

Thanks,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

---

**From:** Patrick Cleary  
**Sent:** Thursday, December 13, 2018 11:14 AM  
**To:** 'C Steven Moskos' <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
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2. We're working on some alternative language on confidentiality and will send.

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**Sent:** Monday, December 03, 2018 9:21 AM  
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 Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** Patrick Cleary  
**Sent:** Monday, November 26, 2018 11:17 AM  
**To:** 'csmoskos@earthlink.net' <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
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**Patrick J. Cleary**

Senior Counsel

Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

Email: [Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)



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**Steve Moskos**

---

**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Wednesday, January 23, 2019 12:17 PM  
**To:** Patrick J. Cleary  
**Subject:** West v Honda

Patrick,

In an effort to resolve this matter, my client will settle this case for the following:

1. Honda repurchases Ms. West's vehicle. Ms. West is willing to accept Honda's monetary proposal for her car. Because she has to continue making payments the settlement numbers should be closer to \$12,188.33 for Ms. West and \$21,811.67 to South State Bank.
2. Ms. West is willing to let Honda pay \$21,811.67 to South State Bank directly so it may receive the title to the car.
3. Honda will send the remaining funds (\$12,188.33) to my office made payable to Ms. West and C. Steven Moskos, PA. If we are able to settle this case and agree on the fees to be paid, Honda may be able to write one check to Ms. West to be delivered to her when the vehicle is turned in to Honda and one check to me for the fees. Said fees check shall be sent to my office at the same time the check is sent to the dealership to pay Ms. West at the vehicle turn in.
4. Ms. West will sign the necessary documents to transfer title of the car to Honda. Said documents are to be sent to me for review five days before the return of the vehicle to insure there are no issues with what needs to be executed.
5. Honda will pay my clients' attorney's fees and costs which are to be determined once we agree on the underlying settlement and Release terms.
6. The Parties will agree to resolve this matter by February 8, 2019.
7. As for the Release terms sent with your Offer of Judgment, there are several provisions which need either clarification or modification. It will probably be easier and faster to talk about these provisions on the phone than through email. The confidentiality provision and any claim to attorney's fees for enforcing the Release must be deleted. My client will not sign any Release containing these provisions. Furthermore, the last paragraph where Honda wishes for me to sign must be deleted. I do not sign Releases. Also, there needs to be a place for American Honda to sign. The Release I received only had 5 pages though the bottom of page 5 says "5 of 6". If there is another page I need to review, please provide it.

Please let me know if Honda will settle the underlying matter on these terms. If so, then I will let you know the amount of the attorney's fees so we can wrap everything up at one time. If not, we need to move forward with discovery.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

**Steve Moskos**

**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Thursday, January 31, 2019 4:03 PM  
**To:** Patrick Cleary  
**Cc:** Sara Tyer  
**Subject:** RE: Voice Mail (17 seconds) - Tammy West v. Honda

Patrick,

Just tried to call you to discuss the case. Apparently, I am not clear in my approach. I want us to come to an agreement, at least in principal, as to the terms needed to resolve Ms. West's case. At that point we can discuss fees. Once that is resolved, we can sign a Release and turn the car in. I am not asking that all the documents be executed, the car turned in, and checks delivered before discussing fees. I am not asking that the Release be signed before discussing fees. I just want you and me to agree to the terms before we discuss fees. I am trying to avoid a situation where I say my fees are "X" and Honda says "those are reasonable". We go back and forth on the Release and other terms and we have to deal with the turn in of the car. Then I say, "Patrick, we spent a lot of time on this matter after I gave you the amount of my fees. Honda needs to pay "X" + 10 hours (or whatever it is) for the fees so we can settle this matter." You then say, "Honda agreed to "X" that is all it is going to pay." At that point we would be forced to walk away from the settlement. Both sides will be upset and it will be harder to settle the case.

I believe you and I are saying the same thing. We do not want to sign the Release without all the terms being agreed to, including fees. I just don't want to have a different fight after we put in the time to work out the underlying case. That brings me back to my January 23 email. Can we agree on those terms? If so, we can discuss the fees and finish this up.

As for confidentiality, Ms. West refuses to sign a Release containing one. I have eight different reasons why we consider confidentiality off the table. Most defendants do not care about seven of those reasons. The one that they do seem to care about is that confidentiality creates a tax consequence to my client. It is not fair to Ms. West to cause her to incur such a penalty for buying a defective car from Honda. If you feel that we need to present this issue to a judge, please let me know when we can set up a status conference or hearing.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** Patrick Cleary [mailto:Patrick.Cleary@bowmanandbrooke.com]  
**Sent:** Thursday, January 31, 2019 1:36 PM  
**To:** C Steven Moskos <csmoskos@earthlink.net>  
**Cc:** Sara Tyer <Sara.Tyer@bowmanandbrooke.com>  
**Subject:** FW: Voice Mail (17 seconds) - Tammy West v. Honda

Steve,

We're busy people – keep playing phone tag. As I explained on my voice mail, we have to have an attorneys' fees amount determined before the agreement is finalized. There isn't an agreement until that amount is reached. If you give me a number, we can move forward.

As I mentioned as well in the voice mail, we need the confidentiality clause in the release.

There are a few other smaller issues dealing with the transmittal of payment and the timing of the vehicle turnover, but those two issues are front and center before we can finalize this issue.

Honda is committed to being fair to Ms. West – our offer of judgment and release make that point very clearly.

If these two issues are not resolvable, please let me know. I will be asking the Court for a status conference if we can't work this out.

Thanks,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

---

**From:** +1 843-323-4207 <+1 843-323-4207>  
**Sent:** Thursday, January 31, 2019 10:40 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** Voice Mail (17 seconds)

Uh Patrick Steve Moscos. Uh just trying to catch up with you. I thought you'd be in today anyway. Give me a call 8437635297. ...

You received a voice mail from [CHARLESTON SC](#).

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**Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.**

[Set Up Voice Mail](#)

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**Steve Moskos**

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Tuesday, February 26, 2019 3:50 PM  
**To:** C Steven Moskos  
**Cc:** Sara Tyer; Tina Beard  
**Subject:** RE: West v Honda  
**Attachments:** 20519698v1 - West\_ 2019-02-26\_ Cleary ltr to Moskos fwding AHM Offer and Release.pdf; 20519695v1 - West\_ 2019-02-26\_ American Honda Motor Company\_s Offer of Judgment.pdf; Tammy West - Blackline of Jan. 15, 2019 Release and Feb. 26, 2019 Release.pdf; 20520033v1 - West\_ 2019-02-26\_ General Release of All Claims.pdf

Steve,

Please see the attached.

Patrick

**Patrick J. Cleary**  
 Bowman and Brooke LLP  
 Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Tuesday, February 26, 2019 2:05 PM  
**To:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Subject:** FW: West v Honda

Patrick,  
 Please let me know if Honda has any response to my email below. Thanks.  
 Steve

C. Steven Moskos  
 4000 Faber Place Dr., Suite 300  
 North Charleston, SC 29405  
 843-763-5297 Office

---

**From:** C Steven Moskos [mailto:csmoskos@earthlink.net]  
**Sent:** Friday, February 22, 2019 1:38 PM  
**To:** Patrick J. Cleary <patrick.cleary@bowmanandbrooke.com>  
**Subject:** FW: West v Honda

Patrick,

Any response to my email below?

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

---

**From:** C Steven Moskos [<mailto:csmoskos@earthlink.net>]  
**Sent:** Friday, February 15, 2019 4:22 PM  
**To:** 'Patrick Cleary' <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

Patrick,

I have reviewed the release you sent me on February 6. I have attached an edited copy for your review. I have a number of issues with this Release.

First, it appears that Honda wants us to sign a release, stipulation of dismissal, and all documents necessary to secure transfer of the title and deliver them to you, and deliver the car to Honda. Honda will then send a check to the bank. Then, when Honda gets the title from the bank, Ms. West's and my money will be sent to us. We cannot do this for several reasons. We do not know how long Honda's process will take. Ms. West has a job that requires a car. Is Honda willing to pay for a rental car until it delivers a check to Ms. West? Ms. West should not have to bear that burden. This process will need to be reworked. The simplest way to handle it is to have a check at the turn in so the car can be inspected, Ms. West can sign all the documents Honda wants signed, and then the check can be handed to Ms. West. Once the paperwork is signed, Honda can notify you and my check can be overnighted to me and the bank's check can be sent to it.

Second, the attorney's fees are short. Also, as we discussed, if we continue going round and round, my fees will have to go up.

Third, paragraph 3 and 4 refer to themselves which does not make sense.

Fourth, paragraph 8 and 11 appear to be redundant.

Fifth, I am not going to send all the documents, including a final stipulation of dismissal when Honda has not provided the requisite checks.

Sixth, Ms. West will not sign a confidentiality agreement.

Seventh, I do not sign Releases as I am not a Party to the litigation. Even if I was inclined to sign the Release, I believe it is unethical for me to agree to some of the terms listed.

Please review the changes I have made and let me know how Honda wishes to proceed.

Steve

C. Steven Moskos

4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

ELECTRONICALLY FILED - 2020 Nov 14 2:09 PM - Horry - COMMON PLEAS - CASE#2018CP2606346

**From:** Patrick Cleary [<mailto:Patrick.Cleary@bowmanandbrooke.com>]  
**Sent:** Wednesday, February 06, 2019 6:22 PM  
**To:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Cc:** Sara Tyer <[Sara.Tyer@bowmanandbrooke.com](mailto:Sara.Tyer@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

Steve,

Agree we should wrap this case up – we've been consistent on that point the whole time. Our offer of judgment terms (and accompanying settlement agreement and release) are still on the table, and are open for your client to accept

If you want to make a counter-offer, we would entertain that as well. But it would need to include the following:

1. Except as changed below – the terms of the settlement agreement and release we sent you on January 15, 2019 (attached).
2. Current payment information from South State Bank – our payment to the bank would build in 60 days of per diem interest charges. (**affects paragraph 1 of the attached**)
3. An amount certain for your fees. (**affects paragraph 1 of the attached**).
4. Payment in three checks – 1 to the lienholder, 1 to you for your fees, and 1 to you and Plaintiff for her restitution. [We send checks out next-day delivery via FedEx.] (**affects paragraph 1 of the attached**)
5. Signature of the settlement agreement by the Plaintiff, you, and AHM.
6. Confidentiality language that states: (**affects paragraph 14 of the attached**)
  - a. It is understood and agreed by Plaintiff that as further Consideration for this Release all financial terms, including the negotiation of the financial terms of this Agreement (hereinafter "Such Information") shall remain strictly confidential. Plaintiff shall not disclose to anyone any information described in this paragraph, except: (a) if disclosure is ordered by a court of competent jurisdiction, and only if the other party has been given prior notice of the disclosure request and an opportunity to appear and defend against disclosure and/or to arrange for a protective order; (b) Plaintiff may disclose the contents of this Agreement to her attorneys, accounting and/or tax professionals as may be necessary for tax or accounting purposes, subject to an express agreement to become obligated under and abide by this confidential and non-disclosure restriction; and (c) Plaintiff may disclose that the Action has been dismissed.
  - b. Plaintiff further agrees that neither she nor her counsel shall directly or indirectly, explicitly or implicitly, orally or in writing, or in any manner whatsoever publish or publicize, reveal or disclose, or describe or characterize Such Information to any persons other themselves, appropriate courts, and governmental agencies as necessary pursuant to court order. Immediately upon receiving notice of a court order requiring disclosure of Such Information, or a motion or application therefore, Plaintiff shall notify Releasees and/or her counsel of the order, motion or application and all known information concerning such order, motion or application. Plaintiff and her attorneys further agree they will not reveal in any other manner Such Information. Specifically, they agree they will not reveal any attempt to settle or by affirming or denying any amounts or ranges of the settlement amount. Further, Plaintiff and her attorneys shall refrain from making, causing to be made, or participating in the making of any public announcement concerning Such Information, and shall refrain from contacting, causing another to contact, or participating in the dissemination of Such Information to the news media, any attorney or organization of attorneys, or any consumer organization.

Patrick

**Patrick J. Cleary**

Bowman and Brooke LLP

Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** C Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Sent:** Wednesday, February 6, 2019 11:51 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,  
Any word from Honda? Can we wrap this case up?  
Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

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**Steve Moskos**

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**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Saturday, August 10, 2019 1:48 PM  
**To:** Patrick J. Cleary  
**Subject:** West v Honda

Patrick,

Pursuant to our conversation of August 9, 2019, I have spoken to my client. As I suspected, the confidentiality issue is a deal breaker. Please let me know if Honda will settle the case without that provision. If it will, please let me know the process Honda proposes for taking back the vehicle and issuing the checks. I understand Honda will pay the bank directly. That is fine. The obvious issue is when will the check(s) for my client and me to arrive. Hopefully, you will say when we turn in the vehicle. Additionally, will the dealership handle the paperwork or will Honda hire an outside vendor?

Two issues: Do we need to go to Horry for the status conference? If we cannot resolve this case, do you have an issue using Sid Connor to mediate the case or is there someone else you can suggest?

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

**Steve Moskos**

---

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Tuesday, October 29, 2019 5:35 PM  
**To:** C Steven Moskos  
**Subject:** RE: West v American Honda

Steve,

I've spoken with my client about your offer. Our last offer was reasonable and appropriate. Honda stands by it.

We do not accept your counteroffer. Your counteroffer increases the amount of attorneys fees beyond an amount reasonable to this case, and your counteroffer removes the confidentiality provisions.

I have informed you on multiple occasions that Honda wants to be reasonable to its customer, but does require confidentiality provisions in the settlement agreement and release.

I also note that your client receives the exact same financial benefits under our previous offer as what you provided me yesterday.

If your client will accept our previous offer without changes (save to the allocation of money between her lien and to her personally), then we can reach an agreement.

Please let me know by Thursday, October 31<sup>st</sup>. If your client will not accept, I would like to schedule a mediation in the near future.

Sincerely,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Monday, October 28, 2019 5:33 PM  
**To:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Subject:** West v American Honda

Patrick,

I thought I would try to resolve this matter one more time before contacting a mediator and spending a great deal of time and money traveling to Myrtle Beach. I have attached a proposed Release. Please review it with your client and let me know if we can settle this matter now. Thanks.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

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ELECTRONICALLY FILED - 2020 Nov 14 2:09 PM - HORRY - COMMON PLEAS - CASE#2018CP2606346

**Steve Moskos**

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**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Friday, October 2, 2020 9:45 AM  
**To:** Steve Moskos  
**Subject:** RE: West v Honda

Steve,

We've offered and will continue to offer a full repurchase amount to Ms. West consistent with the applicable state statutes. As I'm sure you're aware, the offers we have made to Ms. West included extra payments to her (above and beyond the repurchase amount provided for in the statute) and express amounts for attorneys' fees. Our offers have always been above the statutory recovery under the SC statutes.

These offers have included obligations on both parties – which are comprehensive. Confidentiality is one of those provisions – and there is value to my client for that provision. There is also value to my client in following our standard policies for taking possession of the vehicle from the Plaintiff. There is value to my client in knowing that all liens have been fully and completely satisfied before taking possession.

**I want to be clear on this point** – if you have a reasonable settlement offer that provides complete and final finality of the matter, please provide it to me. That offer needs to include the following:

- The amount owed on the lien
- The amount that would be paid to Ms. West
- The amount you believe you are entitled to as attorneys' fees
- The process for returning the vehicle to Honda and the obligations of Ms. West with respect to the return of the vehicle
- The process for payment – including confirmation that any lien on the vehicle has been satisfied
- Other relevant provisions of the settlement

If your proposed settlement addresses all of these issues, but does not include confidentiality provisions (or limited confidentiality provisions), then we will consider it.

Our offers of judgment and general release have addressed all of these issues.

Sincerely,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

---

**From:** Steve Moskos <steve@moskoslawfirm.com>  
**Sent:** Friday, October 2, 2020 9:34 AM  
**To:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Subject:** RE: West v Honda

Patrick,

It sounds like you are saying that Ms. West has to accept a confidentiality agreement to get full compensation or she can get paid less and not have to enter into a confidentiality agreement with Honda. Is that right?

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
steve@moskoslawfirm.com

---

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Friday, October 2, 2020 9:16 AM  
**To:** Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: West v Honda

Steve,

What we have consistently offered your client throughout this case (dating back to January 2019) represents a full and complete resolution of the matter. It accounts for the repurchase of the vehicle, delivery of the vehicle back to Honda, monetary payments to Ms. West to satisfy any remaining liens and to compensate her for the full purchase price of the vehicle, attorneys' fees, and relevant other provisions (including confidentiality). Those offers are ones that I know my client will agree to.

By way of example, the proposed settlement agreement we have provided would obligate Ms. West to reimburse Honda for vehicle damage unrelated to the issues raised in her Complaint – such as significant body damage. It is not a mere acceptance of the vehicle “as-is.”

If you want a different settlement, I will of course take it to Honda. But I need the entire issues for settlement addressed to do so. If you want to propose a non-confidential settlement and returning the vehicle “as-is,” if the other issues are fully addressed and there is consideration provided back to Honda for those concessions, we can discuss. And I need a complete settlement that ensures there are no open issues for resolution.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Friday, October 2, 2020 9:10 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

So you are telling me that there is no settlement of the case without a confidentiality agreement?

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

---

**From:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Sent:** Friday, October 2, 2020 9:04 AM  
**To:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: West v Honda

Steve,

As I mentioned in our last conversation, Honda will entertain any reasonable settlement for this matter that you propose. There is valuable consideration to Honda for a confidential settlement.

But there are other factors we would need as part of a settlement as well. We need the amount of attorneys' fees finalized and we need to use our standard process to obtain repossession of the subject vehicle confirmed and finalized **before** we sign the final agreement.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

---

**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Friday, October 2, 2020 9:00 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

Patrick,

I take it by your and Honda's insistence on a confidentiality agreement that Honda will not settle the case without one. In other words, it is a deal breaker. Is that correct?

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

---

**From:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Sent:** Thursday, October 1, 2020 4:54 PM  
**To:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: West v Honda

Steve,

Thank you for the video. First, I hope that Ms. West has taken her vehicle into a Honda dealership for inspection and service. I do not know if her vehicle is still under warranty or if there are any applicable service bulletins for her vehicle, but I would expect a Honda dealership would be able to assist.

Second, and more importantly, Honda has been committed to a fair and reasonable resolution of Ms. West's concerns since before this matter was in suit. As you know, Honda did not even present evidence at the NCDS hearing. Honda has attempted since answering your Complaint to resolve this matter in good faith.

Our objective is to reach a fair settlement that ensures all the open issues are resolved. To me, that includes a settlement that provides: 1) fair value to Ms. West for the repurchase of her vehicle, 2) appropriate attorneys' fees, 3) addresses my client's reasonable request for confidentiality, and 4) ensures that the vehicle transfer back to Honda is done in accordance with our standard policies and procedures. As part of this, we want to ensure all open issues are resolved when the settlement agreement is finalized. If you have such an offer, I will be pleased to take it to my client.

If you have other options for resolution, I will take them to Honda.

Sincerely,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

---

**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Wednesday, September 30, 2020 2:23 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,

I have attached a video that came from my client today. It is obvious that there is something wrong with this vehicle. Honda needs to resolve this matter. Please let me know.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

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**Steve Moskos**

---

**From:** Steve Moskos  
**Sent:** Wednesday, October 28, 2020 9:50 AM  
**To:** Patrick Cleary  
**Subject:** RE: West v Honda

Patrick,

I'm sorry but I do not understand what Honda is offering. First, your statement that Honda is offering "a full repurchase amount to Ms. West consistent with the applicable state statutes" is extremely vague. I cannot determine what is being offered, especially since my belief as to what is included in the full repurchase price tends to be different than what manufacturers think is the full repurchase price. Second, what "extra payments" has Honda offered to Ms. West? It would be helpful if you can show me the calculation of same.

As stated before, the accrued attorney's fees are greater than the amount offered by Honda and are continuing to increase because Honda has been/is insisting on confidentiality even though it is not entitled to it. I cannot suggest to my client that she pay the outstanding attorney's fees.

While Honda sees value in the provisions you suggest, my client does not see any value in those items to her. Please define the amount of value that Honda assigns to the provisions you mentioned. I am glad, though, that Honda appears to be willing to settle the case without the requirement of a confidentiality clause. As you suggest, I will review the matter and consider preparing a Release. Hopefully, we can resolve this matter so the attorney's fees and costs do not continue to increase.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
steve@moskoslawfirm.com

---

**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Friday, October 2, 2020 9:45 AM  
**To:** Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: West v Honda

Steve,

We've offered and will continue to offer a full repurchase amount to Ms. West consistent with the applicable state statutes. As I'm sure you're aware, the offers we have made to Ms. West included extra payments to her (above and beyond the repurchase amount provided for in the statute) and express amounts for attorneys' fees. Our offers have always been above the statutory recovery under the SC statutes.

These offers have included obligations on both parties – which are comprehensive. Confidentiality is one of those provisions – and there is value to my client for that provision. There is also value to my client in following our standard policies for taking possession of the vehicle from the Plaintiff. There is value to my client in knowing that all liens have been fully and completely satisfied before taking possession.

**I want to be clear on this point** – if you have a reasonable settlement offer that provides complete and final finality of the matter, please provide it to me. That offer needs to include the following:

- The amount owed on the lien
- The amount that would be paid to Ms. West
- The amount you believe you are entitled to as attorneys’ fees
- The process for returning the vehicle to Honda and the obligations of Ms. West with respect to the return of the vehicle
- The process for payment – including confirmation that any lien on the vehicle has been satisfied
- Other relevant provisions of the settlement

If your proposed settlement addresses all of these issues, but does not include confidentiality provisions (or limited confidentiality provisions), then we will consider it.

Our offers of judgment and general release have addressed all of these issues.

Sincerely,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Friday, October 2, 2020 9:34 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

Patrick,

It sounds like you are saying that Ms. West has to accept a confidentiality agreement to get full compensation or she can get paid less and not have to enter into a confidentiality agreement with Honda. Is that right?

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

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**From:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Sent:** Friday, October 2, 2020 9:16 AM  
**To:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: West v Honda

Steve,

What we have consistently offered your client throughout this case (dating back to January 2019) represents a full and complete resolution of the matter. It accounts for the repurchase of the vehicle, delivery of the vehicle back to Honda, monetary payments to Ms. West to satisfy any remaining liens and to compensate her for the full purchase price of the vehicle, attorneys' fees, and relevant other provisions (including confidentiality). Those offers are ones that I know my client will agree to.

By way of example, the proposed settlement agreement we have provided would obligate Ms. West to reimburse Honda for vehicle damage unrelated to the issues raised in her Complaint – such as significant body damage. It is not a mere acceptance of the vehicle “as-is.”

If you want a different settlement, I will of course take it to Honda. But I need the entire issues for settlement addressed to do so. If you want to propose a non-confidential settlement and returning the vehicle “as-is,” if the other issues are fully addressed and there is consideration provided back to Honda for those concessions, we can discuss. And I need a complete settlement that ensures there are no open issues for resolution.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Friday, October 2, 2020 9:10 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

So you are telling me that there is no settlement of the case without a confidentiality agreement?

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

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**From:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Sent:** Friday, October 2, 2020 9:04 AM  
**To:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: West v Honda

Steve,

As I mentioned in our last conversation, Honda will entertain any reasonable settlement for this matter that you propose. There is valuable consideration to Honda for a confidential settlement.

But there are other factors we would need as part of a settlement as well. We need the amount of attorneys' fees finalized and we need to use our standard process to obtain repossession of the subject vehicle confirmed and finalized **before** we sign the final agreement.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Friday, October 2, 2020 9:00 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** RE: West v Honda

Patrick,

I take it by your and Honda's insistence on a confidentiality agreement that Honda will not settle the case without one. In other words, it is a deal breaker. Is that correct?

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

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**From:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Sent:** Thursday, October 1, 2020 4:54 PM  
**To:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Subject:** RE: West v Honda

Steve,

Thank you for the video. First, I hope that Ms. West has taken her vehicle into a Honda dealership for inspection and service. I do not know if her vehicle is still under warranty or if there are any applicable service bulletins for her vehicle, but I would expect a Honda dealership would be able to assist.

Second, and more importantly, Honda has been committed to a fair and reasonable resolution of Ms. West's concerns since before this matter was in suit. As you know, Honda did not even present evidence at the NCDS hearing. Honda has attempted since answering your Complaint to resolve this matter in good faith.

Our objective is to reach a fair settlement that ensures all the open issues are resolved. To me, that includes a settlement that provides: 1) fair value to Ms. West for the repurchase of her vehicle, 2) appropriate attorneys' fees, 3) addresses my client's reasonable request for confidentiality, and 4) ensures that the vehicle transfer back to Honda is done in accordance with our standard policies and procedures. As part of this, we want to ensure all open issues are resolved when the settlement agreement is finalized. If you have such an offer, I will be pleased to take it to my client.

If you have other options for resolution, I will take them to Honda.

Sincerely,  
Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Wednesday, September 30, 2020 2:23 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,

I have attached a video that came from my client today. It is obvious that there is something wrong with this vehicle. Honda needs to resolve this matter. Please let me know.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

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Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.



<p>Total Amount of Proposal:</p>	<p>\$42,410.84 (Forty-two thousand four hundred ten and 84/100 Dollars).</p> <p>Of this amount, \$34,160.84 (Thirty-four thousand one hundred sixty and 84/100 Dollars) shall be made to repurchase the subject vehicle identified in Plaintiff's Complaint. This amount shall include all necessary payments required to satisfy the lien currently held by South State Bank for the Subject Vehicle identified in Plaintiff's Complaint with the remainder of this amount being made payable to Plaintiff.</p> <p>Of this amount, \$8.250 (Eight thousand two hundred fifty and 00/100 Dollars) shall be payable to Plaintiff's counsel as attorneys' fees and to cover costs of this Action.</p>
<p>Any Non-Monetary Terms of the Proposal:</p>	<p>Defendant and Plaintiff will bear their own costs and attorneys' fees. The amount being offered does specifically include any and all claims for attorneys' fees and costs.</p> <p>This Proposal is intended to terminate all claims and disputes and obviate the need for further intervention of the judicial process.</p> <p>The Release included with this Proposal provides a process to accomplish the repurchase of the Subject Vehicle included in Plaintiff's Complaint.</p> <p>The Release included with this proposal is also includes terms appropriate to ensure the dismissal of this matter and obligations on the Parties following the termination of this litigation.</p>
<p>Amount Proposed to Settle a Claim for Statutorily Allowed Damages, if any:</p>	<p>The amount being offered does specifically include any and all claims for statutorily allowed damages.</p>

Amount Proposed to Settle a Claim for Punitive Damages, if any:	The amount being offered does specifically include any and all claims for punitive damages.
Whether Proposal Includes Attorneys' Fees:	The amount being offered does specifically include any and all claims for attorneys' fees as discussed above.
Whether Attorneys' Fees are Part of the Legal Claim:	The operative Complaint alleges Plaintiff is entitled to attorneys' fees.

This Offer of Judgment shall be deemed rejected unless accepted by delivery of a written Notice of Acceptance within twenty (20) days after service of the proposal or ten (10) days prior to trial, whichever shall occur first, by Plaintiff (or through her counsel) filing a written acceptance of the offer of judgment with the Clerk of Court for Horry County, South Carolina.

You will take notice that should you reject this Offer of Judgment, AHM shall present this Offer for any purposes permitted by Rule 68 of the South Carolina Rules of Civil Procedure and the Code of Laws of South Carolina.

Respectfully submitted,

**BOWMAN AND BROOKE LLP**

s/ Patrick J. Cleary  
 \_\_\_\_\_  
 Patrick J. Cleary  
 SC Bar No.: 80808  
 E: [patrick.cleary@bowmanandbrooke.com](mailto:patrick.cleary@bowmanandbrooke.com)  
 1441 Main Street, Suite 1200  
 Columbia, SC 29201  
 Tel.: 803.726.7420  
 Fax: 803.726.7421

April 3, 2020  
 Columbia, South Carolina

**Counsel for American Honda  
 Motor Co., Inc.**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>MOTION FOR SUMMARY JUDGMENT</b>
Plaintiff,	)	
	)	
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.,	)	
	)	
Defendant.	)	

**TO: Patrick J. Cleary, Attorney for Defendant, American Honda Motor Company, Inc.:**

PLEASE TAKE NOTICE that the undersigned counsel for Plaintiff Tammy West will move, on the tenth day after service hereof, at 10:00 a.m., or as soon thereafter as counsel can be heard, before the Presiding Judge of the Fifteenth Judicial Circuit, for an Order granting Plaintiff's Motion for Summary Judgment on Plaintiff's Third Cause of Action for a violation of Section 56-28-10 et. seq. of the South Carolina Code of Laws, 1976 as amended, entitled Enforcement of Motor Vehicle Express Warranties and commonly referred to as the Lemon Law pursuant to South Carolina Rules of Civil Procedure, Rule 56, on the grounds that there is no genuine issue as to any material fact which would allow Defendant to prevail against Plaintiff's claim, and therefore, Plaintiff is entitled to Summary Judgment as a matter of law.

This Motion is further based upon the applicable case law and statutory law, and upon the pleadings, discovery, and exhibits that have been produced through the course of this litigation. This Motion may also be supported by memoranda, briefs, affidavits, and other documents or evidence.

Plaintiff, therefore, respectfully requests that this Court grant Summary Judgment as to Plaintiff's Third Cause of Action, and grant Plaintiff other such relief as this Court may deem just and proper.

**C. STEVEN MOSKOS, P.A.**  
**Attorney for Plaintiff**

BY: s/C. Steven Moskos  
SC Bar#: 7938  
4000 Faber Place Drive, Ste. 300,  
North Charleston, South Carolina 29405  
Telephone: 843-763-5297  
Email: steve@moskoslawfirm.com

Charleston, South Carolina  
November 14, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF Horry	)	CASE NO. 18-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
	)	<b>PLAINTIFF'S MOTION TO COMPEL</b>
Plaintiff,	)	<b>AMERICAN HONDA MOTOR COMPANY TO</b>
	)	<b>RESPOND PROPERLY TO PLAINTIFF'S</b>
vs.	)	<b>DISCOVERY</b>
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.,	)	
	)	
	)	
Defendant.	)	

**TO: Patrick J. Cleary, Attorney for Defendant, American Honda Motor Company, Inc.:**

PLEASE TAKE NOTICE that Plaintiff, through her undersigned attorney, will move before the Presiding Judge, Fifteenth Judicial Circuit, Horry County Courthouse, South Carolina, at such place and time as the Court may appoint, for an Order compelling Defendant to respond to Plaintiffs' Interrogatories and Requests for Production and in support of this motion shows the Court as follows:

1. That on or about March 1, 2019, Plaintiff served upon Defendant, American Honda Motor Company, Inc., Plaintiff's Interrogatories and Request for Production of Documents in writing, pursuant to Rule 33 and Rule 34 of the South Carolina Rules of Civil Procedure.
2. That on April 1, 2019, Defendant responded to Plaintiff's discovery; however, Defendant has improperly objected to numerous questions and requests for documents. (See Exhibits 1 and 2.) Defendant also refuses to provide certain requested documents without a confidentiality order first being entered. Exhibit 3.
3. Defendant has not provided plaintiff with a privilege log identifying the information in the documents requested and a statement as to why the information is confidential or privileged. Exhibits 4, 5, and 6.

3. That Defendant refuses to amend its answers to Plaintiff's Interrogatories and Requests for Production.

4. That by reason of Defendant's failure and refusal, Plaintiff asks the Court for an Order requiring Defendant to answer fully Plaintiff's Interrogatories to Defendant and provide the requested documents in Plaintiffs' Request for Production of Documents within fifteen (15) days of the Motion hearing and to award costs and attorney's fees to Plaintiff for having to seek this Order.

The undersigned hereby certifies and affirms in accordance with Rule 11 of the South Carolina Rules of Civil Procedure that prior to the filing of this Motion, Plaintiffs' counsel consulted with opposing counsel, but has been unable to resolve this matter.

PLEASE BE PRESENT TO OPPOSE SAID MOTION IF SO MINDED

**C. STEVEN MOSKOS, P.A.**  
**Attorney for Plaintiff**

BY: s/C. Steven Moskos  
SC Bar#: 7938  
4000 Faber Place Drive, Ste. 300,  
North Charleston, South Carolina 29405  
Telephone: 843-763-5297  
Email: [steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)

Charleston, South Carolina  
November 15, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	C/A NO: 2018-CP-266346
	)	
Tammy Batten West,	)	
	)	<b>American Honda Motor</b>
Plaintiff,	)	<b>Company, Inc. Responses to</b>
vs.	)	<b>Plaintiff's First Set of</b>
	)	<b>Interrogatories</b>
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

Defendant AMERICAN HONDA MOTOR CO., INC. ("AHM"), by and through its undersigned counsel, answers the Interrogatories served March 1, 2019 and states as follows:

**GENERAL OBJECTIONS**

Each of America Honda Motor Co.'s ("AHM") responses, in addition to any specifically stated objection, is subject to and incorporates the following General Objections. The assertion of the same, similar or additional objections, or a partial response to an individual response does not waive any of AHM's General Objections.

1. AHM objects to these Interrogatories to the extent they seek information directed towards vehicles, topics, and issues beyond the components of the subject 2017 Honda CRV, about which Plaintiff makes allegations in her Complaint, on the grounds that such discovery requests are overly broad and unduly burdensome, and seek information that is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

2. AHM objects to these Interrogatories to the extent that the instructions and definitions provided purport to place any obligation upon AHM that is beyond what is required by Rule 26 of the South Carolina Rules of Civil Procedure.

3. AHM objects to these Interrogatories to the extent that they seek to impose burdens or obligations inconsistent with, or in excess of, those imposed by the South Carolina Rules of Civil Procedure or any other applicable rules and statutes. AHM will respond to each Request in accordance with the requirements of the South Carolina Rules of Civil Procedure.

4. AHM objects to these Interrogatories to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable privilege, protection, or immunity. No information subject to such privilege, protection, or immunity will be provided.

5. The inadvertent disclosure by AHM of information protected by the attorney-client privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable privilege, protection, or immunity, shall not constitute a waiver by AHM of such protection.

6. In response to these Interrogatories, AHM does not concede that any of the responses or information contained herein is relevant or admissible. AHM reserves the right to object, on the grounds of competency, privilege, relevance, materiality, or otherwise, to the use of this information for any purpose, in whole or in part, in this action or in any other action.

7. AHM objects to any Interrogatory that employs imprecise specifications of the information sought as vague and ambiguous.

8. Unless otherwise stated, AHM will not provide any information encompassed by the foregoing objections.

9. The following Responses reflect AHM's present knowledge, information and belief, and may be subject to change or modification based on AHM's further discovery, or facts or circumstances, which may come to AHM's knowledge. AHM specifically reserves the right to further supplement, amend, or otherwise revise its Responses to these Interrogatories in accordance with the South Carolina Rules of Civil Procedure.

**PRELIMINARY STATEMENT**

1. Unless otherwise indicated, AHM does not interpret the form of the individual discovery requests to seek production of: (1) correspondence between Defendant and its attorneys; (2) communications between or among Defendant and its representatives subsequent to notification that Plaintiff would be asserting a claim made in connection with the investigation and defense of such claim; (3) notes or other work product of Defendant's attorneys; (4) other documents created by or for lawyers; and (5) documents prepared by consulting experts, regardless of whether the documents apply to this or another suit or claim which has been made or is anticipated. If any of the specific discovery requests are intended by Plaintiff to include any of these privileged items, AHM requests that Plaintiff identify in writing the request and the specific privileged information that is sought.

2. In an effort to cooperate with Plaintiff and her counsel in the discovery process, AHM and its counsel agree to confer with Plaintiff's counsel to resolve any

objections noted in these responses, in an effort to better understand what information Plaintiff believes she may need regarding this case, and if necessary, to better define the scope of discovery.

Documents listed on the Document Production Log with the notation "**Subject to Protective Order**" will be produced upon entry of a protective order.

**RESPONSES TO INTERROGATORIES**

1. Please give me the following information concerning each person known to the party or counsel to be a witness concerning the facts of the case:
  - a) What are their names and addresses?
  - b) Have written or recorded statements been taken from any of them?
  - c) If so, who is in possession of such statements?
  - d) Set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses or provide a copy of any written or recorded statements taken from such witnesses.

**RESPONSE:**

**AHM identifies the following individuals.**

- a. **Kirt Cahill  
East Coast Honda  
General Manager  
8756 US Highway 17 Bypass South A  
Myrtle Beach, SC 29588  
843-492-5175  
No written or recorded statements have been taken. Mr. Cahill will testify regarding his knowledge of the NCDS proceedings.**
- b. **Other employees of East Coast Honda  
Service Center  
8756 US Highway 17 Bypass South A  
Myrtle Beach, SC 29588  
843-492-5175**

**AHM is not in possession of any written or recorded statements. These employees of East Coast Honda may testify about their knowledge of the subject vehicle, including the sale of the subject vehicle and any maintenance performed on the subject vehicle.**

**c. Plaintiff Tammy Batten-West**

**AHM reserves the right to supplement this list as this litigation proceeds.**

2. Please set forth a list of photographs, plats, sketches or other prepared documents in possession of the party or counsel that relate to the claim or defense in this case.

**RESPONSE:**

**AHM is not currently in possession of any such prepared documents at this time but reserves the right to supplement this response as appropriate.**

3. Identify all dealerships, automotive repair shops or any mechanics, of which Honda is aware, which have performed any factory authorized warranty repair, service, or maintenance or body or frame work of any kind on the vehicle at issue in this case, setting forth in the full name, address and phone number, along with a description of the work performed by each entity or individuals identified.

**RESPONSE:**

**AHM objects to this Interrogatory as calling for "all" dealerships, repair shops, or any mechanics. AHM identifies the following independently owned and authorized Honda dealership.**

- a. East Coast Honda  
Service Center  
8756 US Highway 17 Bypass South A  
Myrtle Beach, SC 29588  
843-492-5175**

**Pursuant to Rule 33(c) of the South Carolina Rules of Civil Procedure, AHM refers Plaintiff to the following documents in further response to this**

**Interrogatory: AHM\_WEST\_000001-000012; AHM\_WEST\_000013-000020; AHM\_WEST\_000021-000037; AHM\_WEST\_000038-000048; and AHM\_WEST\_000049-000063.**

4. Has the Defendant ever been involved in any lawsuit(s) other than this lawsuit relating to any defects in the 2017 Honda CRV model vehicle, particularly those non-conformities which relate to, and including, but are not limited to, malfunctions in the computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, and the radio screen. If so identify the previous lawsuit(s) as follows:

1. Description(s) of the incident(s) giving rise to the lawsuit(s);
2. Date(s) of incident(s) giving rise to lawsuit(s);
3. Case number(s) of lawsuit(s)
4. Attorney(s) representing defendant in lawsuit(s); and
5. Resolution of the lawsuit(s).

**RESPONSE:**

**AHM objects to this Interrogatory as vague, ambiguous, and overbroad with respect to “any defects in the 2017 Honda CRV.” Subject to these objections, AHM identifies the following class action lawsuit filed in 2018, *Cadena, et al. v. American Honda Motor Co. Inc.*, Case No. 2:18-cv-04007-MWF-PJW, in the U.S. District Court for the Central District of California. AHM does not admit the allegations contained in that complaint.**

5. State the name and address of each person you intend to call as an expert witness at the trial of this case; and as to such person, state the subject matter of the expert's expected testimony at trial; the substance of the facts, opinions, and conclusions about which the expert is expected to testify at trial; and a summary of the facts, basis,

reasoning, and grounds for each opinion to which the expert is expected to testify.

**RESPONSE:**

**AHM has not yet determined what experts it will call to testify in the trial of this matter. AHM will identify its expert witnesses and provide a copy of their discoverable file material pursuant to a scheduling order entered by the Court and pursuant to its obligations under the South Carolina Rules of Civil Procedure. Otherwise, AHM objects to this Request as overbroad, and unduly burdensome, and AHM further objects to this Request to the extent it seeks information protected by the attorney-client privilege, the work product doctrine, or the consulting expert privilege.**

6. Identify by title, author and edition or date of publication any and all treatises, manuals, textbooks or written publications of any kind which has been referenced in any manner or relied upon in developing or reaching an opinion in this case.

**RESPONSE:**

**AHM refers the Plaintiff to its response to Plaintiff's Interrogatory Number**

5.

7. For each person identified by you as an expert witness in response to the preceding interrogatory, please furnish;

a. A summary of the expert's educational background and work experience.

In lieu of such a summary, please forward a copy of the expert's most current *curriculum vitae*;

b. A list of all cases in which the expert has been involved as an expert witness and either testified by deposition or at trial as an expert witness. For each case, please furnish the case caption, the jurisdiction and venue of the case, the party for whom the expert was retained as an expert witness, the

names addresses of the attorneys for the parties in that case, and the approximate date of either the expert's deposition and/or the trial of each case; and

- c. For each case identified in (b) above, please furnish a summary of the facts in the case and opinion(s) to which the expert testified and the ground for the opinion(s).

**RESPONSE:**

**AHM refers the Plaintiff to its response to Plaintiff's Interrogatory Number 5.**

8. State whether you or anyone acting on your behalf have communicated with East Coast Honda, or any of its agents, servants, or employees pertaining to the subject matter of the Plaintiff's Complaint. If so, state the date and place where each communication occurred, identify the individuals involved (with full name, address and phone number), and if the communication was written or reduced to writing please identify the custodian thereof.

**RESPONSE:**

**AHM objects to this Interrogatory to the extent it calls for documents or material subject to the attorney-client privilege or work-product privilege. Subject to and without waiving those objections, AHM has spoken with Mr. Kirt Cahill, identified in its response to Plaintiff's Interrogatory Number 3. AHM spoke with Mr. Cahill after the filing of the Complaint in this litigation.**

9. For the purposes of this suit, was East Coast Honda an agent of Defendant Honda regarding the warranty repairs to Plaintiff's vehicle?

**RESPONSE:**

**AHM responds only that East Coast Honda is an independently owned and**

authorized retail seller of Honda products. AHM further responds that AHM and East Coast Honda have a contractual dealership agreement. Pursuant to that agreement, East Coast Honda is permitted to perform repair work on Honda products. If that repair work falls under a limited express vehicle warranty provided by AHM for a vehicle (including for the subject vehicle), East Coast Honda may submit those claims to AHM for reimbursement.

10. For the purposes of this suit, was East Coast Honda hired by Defendant Honda to make warranty repairs to Plaintiff's vehicle?

**RESPONSE:**

**AHM refers Plaintiff to its response to Plaintiff's Interrogatory Number 9.**

11. For the purposes of this suit, was East Coast Honda paid by Defendant Honda to make warranty repairs to the Plaintiff's vehicle?

**RESPONSE:**

**AHM refers Plaintiff to its response to Plaintiff's Interrogatory Number 9.**

12. State how many opportunities East Coast Honda has had to cure the defects alleged to be in Plaintiff's vehicle.

**RESPONSE:**

**Objection. As phrased, this interrogatory is confusingly compound, vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to admissible evidence. AHM further objects to this interrogatory as it seeks information that is protected under the attorney-client and/or work product privilege.**

**Subject to and without waiving any objection, AHM states that this information is either already in Plaintiff's possession or is equally available to Plaintiff. AHM identifies the following documents as responsive to Plaintiff's Interrogatory:**

- East Coast Car Records, AHM-000001-000012;
- East Coast Car Records, AHM-000013-000020;
- East Coast Car Records, AHM-000021-000037;
- East Coast Car Records, AHM-000038-000048; and
- East Coast Car Records, AHM-000049-000063.

13. State how many opportunities Defendant Honda has had to cure the defects alleged to be in Plaintiff's vehicle.

**RESPONSE:**

AHM objects to this Interrogatory to the extent it calls for "Defendant Honda." AHM refers Plaintiff to its Response to Plaintiff's Interrogatory Number 12.

14. For each nonconformity referenced by Plaintiff is Interrogatory 4 above, state how many more times Defendant Honda or East Coast Honda should be allowed to repair Plaintiff's vehicle before Plaintiff's CRV is considered nonconforming by Honda?

**RESPONSE:**

AHM objects to this Interrogatory as vague, ambiguous, and overbroad in referring to "any defects in the 2017 Honda CRV model vehicle." AHM further responds that through the National Center for Dispute Resolution process identified in the new vehicle limited express warranty included with the Subject Vehicle, AHM has offered to repurchase the Subject Vehicle from the Plaintiff prior to the commencement of this lawsuit. AHM refers Plaintiff to the following documents:

- AHM\_WEST\_000354;
- AHM\_WEST\_000356-000357;
- AHM\_WEST\_000419-000420;
- AHM\_WEST\_000421-000441;

- AHM\_WEST\_000442-000448; and
- AHM\_WEST\_000449-000451.

**AHM further replies that it evaluates every request to repurchase a vehicle pursuant to the new vehicle limited express warranty in good faith on a case by case basis.**

15. How many times was the subject vehicle presented to a Honda authorized repair facility for repairs to be done under Honda's warranty?

**RESPONSE:**

**AHM refers to its response to Plaintiff's Interrogatory Number 12.**

16. Does Defendant Honda consider Plaintiff's vehicle nonconforming and thus warranting a repurchase under the South Carolina Enforcement of Motor Vehicle Express Warranties Act? If so, why? If not, why not?

**RESPONSE:**

**AHM refers to its response to Plaintiff's Interrogatory Number 14.**

17. State how many days American Honda Motor Company, Inc. contends the subject vehicle was out of service by reason of repair.

**RESPONSE:**

**AHM objects to this Interrogatory in so far as AHM is not making any allegations or contentions. AHM refers to its response to Plaintiff's Interrogatory Number 12.**

18. Set forth specifically how Plaintiff misused, abused, neglected, failed to maintain, altered, or modified the vehicle as alleged by Honda in paragraph 82 of its Answer.

**RESPONSE:**

**AHM responds that its investigation into Plaintiff's Complaint and the underlying allegations is ongoing and will supplement this response as**

**appropriate.**

19. Identify specifically any and all third-parties or other entities that caused Plaintiff's damages as alleged by Honda in paragraph 83 of its Answer. Include what damages were caused by each third-party or other entity.

**RESPONSE:**

**AHM responds that its investigation into Plaintiff's Complaint and the underlying allegations is ongoing and will supplement this response as appropriate.**

20. Set forth all facts which support Honda's assertion that the affirmative defenses listed in paragraph 85 of Honda's Answer apply to this case.

**RESPONSE:**

**AHM responds that its investigation into Plaintiff's Complaint and the underlying allegations is ongoing and will supplement this response as appropriate.**

21. Set forth any and all facts Honda relies on to assert that Plaintiff waived her rights to bring this action as alleged in paragraph 88 of Honda's Answer. Include the specific "acts, omissions, conduct, and direct dealings" of Plaintiff to which Honda refers.

**RESPONSE:**

**AHM responds that its investigation into Plaintiff's Complaint and the underlying allegations is ongoing and will supplement this response as appropriate.**

22. Set forth the terms of the agreement Honda relies on to assert an accord and satisfaction as alleged in paragraph 89 of Honda's Answer.

**RESPONSE:**

**AHM responds that through the National Center for Dispute Resolution**

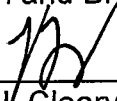
process identified in the new vehicle limited express warranty included with the Subject Vehicle, AHM has offered to repurchase the Subject Vehicle from the Plaintiff prior to the commencement of this lawsuit. AHM further refers to its Response to Plaintiff's Interrogatory Number 14.

23. Set forth when and how much Honda paid as consideration expressed in the agreement relied on by Honda to assert an accord and satisfaction as alleged in paragraph 89 of Honda's Answer.

**RESPONSE:**

AHM responds that through the National Center for Dispute Resolution process identified in the new vehicle limited express warranty included with the Subject Vehicle, AHM has offered to repurchase the Subject Vehicle from the Plaintiff prior to the commencement of this lawsuit. AHM further refers to its Response to Plaintiff's Interrogatory Number 14.

Bowman and Brooke LLP



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Fax: 803.726.7421

Counsel for American Honda Motor Co., Inc.

April 1, 2019  
Columbia, South Carolina



**CERTIFICATE OF SERVICE**

I, the undersigned Legal Secretary of Bowman and Brooke LLP, attorneys for American Honda Motor Co., Inc., do hereby certify that I have served all known counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of same by United States Mail, postage prepaid, to the following address(es):

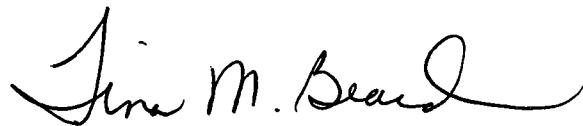
Pleadings: **American Honda Motor Co.'s Response to Plaintiff's First Set of Interrogatories**

**American Honda Motor Co.'s Response to Plaintiff's First Requests for Production**

**American Honda Motor Co.'s Verification for Interrogatory Responses**

**Thumb drive Containing Produced Documents**

Counsel: C. Steven Moskos  
C. Steven Moskos, P.A.  
4000 Faber Place Drive, Suite 300  
North Charleston, SC 29405



Tina M. Beard  
Legal Secretary

April 1, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	C/A NO: 2018-CP-266346
	)	
	)	
Tammy Batten West,	)	<b>American Honda Motor</b>
	)	<b>Company, Inc. Responses to</b>
vs.	)	<b>Plaintiff's First Set of</b>
	)	<b>Requests for Production</b>
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

Defendant, AMERICAN HONDA MOTOR CO., INC. ("AHM"), by and through its undersigned counsel, hereby responds to Plaintiffs' First Request for Production served March 1, 2019 and states:

**GENERAL OBJECTIONS**

Each of America Honda Motor Co.'s ("AHM") responses, in addition to any specifically stated objections, is subject to and incorporates the following General Objections. The assertion of the same, similar, or additional objections or a partial response to an individual response does not waive any of AHM's General Objections.

1. AHM objects to these Requests to the extent they seek information directed towards vehicles, topics, and issues beyond the components of the subject 2017 Honda CRV, about which Plaintiff makes allegations in her Complaint, on the grounds that such discovery requests are overly broad and unduly burdensome, and seek information that is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.

2. AHM objects to these Requests to the extent that the instructions and definitions provided purport to place any obligation upon AHM that is beyond what is required by Rule 34 of the South Carolina Rules of Civil Procedure.

3. AHM objects to these Requests to the extent that they seek to impose burdens or obligations inconsistent with, or in excess of, those imposed by the South Carolina Rules of Civil Procedure or any other applicable rules and statutes. AHM will respond to each Request in accordance with the requirements of the South Carolina Rules of Civil Procedure.

4. AHM objects to these Requests to the extent that they seek information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable privilege, protection, or immunity. No information subject to such privilege, protection, or immunity will be provided.

5. The inadvertent disclosure by AHM of information protected by the attorney-client privilege, the attorney work product doctrine, the consulting expert privilege, or any other applicable privilege, protection, or immunity, shall not constitute a waiver by AHM of such protection.

6. In response to these Requests, AHM does not concede that any of the responses or information contained herein is relevant or admissible. AHM reserves the right to object, on the grounds of competency, privilege, relevance, materiality, or otherwise, to the use of this information for any purpose, in whole or in part, in this action or in any other action.

7. AHM objects to any Request that employs imprecise specifications of the information sought as vague and ambiguous.

8. Unless otherwise stated, AHM will not provide any information encompassed by the foregoing objections.

9. The following Responses reflect AHM's present knowledge, information and belief, and may be subject to change or modification based on AHM's further discovery, or facts or circumstances, which may come to AHM's knowledge. AHM specifically reserves the right to further supplement, amend, or otherwise revise its Responses to these Requests in accordance with the South Carolina Rules of Civil Procedure.

**PRELIMINARY STATEMENT**

1. Unless otherwise indicated, AHM does not interpret the form of the individual discovery requests to seek production of: (1) correspondence between Defendant and its attorneys; (2) communications between or among Defendant and its representatives subsequent to notification that Plaintiff would be asserting a claim made in connection with the investigation and defense of such claim; (3) notes or other work product of Defendant's attorneys; (4) other documents created by or for lawyers; and (5) documents prepared by consulting experts, regardless of whether the documents apply to this or another suit or claim which has been made or is anticipated. If any of the specific discovery requests are intended by Plaintiff to include any of these privileged items, AHM requests that Plaintiff identify in writing the request and the specific privileged information that is sought.

2. In an effort to cooperate with Plaintiff and her counsel in the discovery process, AHM and its counsel agree to confer with Plaintiff's counsel to resolve any

objections noted in these responses, in an effort to better understand what information Plaintiff believes she may need regarding this case, and if necessary, to better define the scope of discovery.

Documents listed on the Document Production Log with the notation "**Subject to Protective Order**" will be produced upon entry of a protective order.

**RESPONSE TO REQUEST FOR PRODUCTION**

1. Copies of all statements, written or recorded, of any persons, including parties hereto, who are or may be witnesses to any of the matters complained of in the Complaint.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, AHM identifies the following Repair Orders for the subject vehicle, which were created by East Coast Honda, which is an independently owned and operated authorized Honda dealership:

- East Coast Car Records, AHM-000001-000012;
- East Coast Car Records, AHM-000013-000020;
- East Coast Car Records, AHM-000021-000037;
- East Coast Car Records, AHM-000038-000048; and
- East Coast Car Records, AHM-000049-000063.

AHM identifies and will produce the following non-confidential sections of the ACS File at AHM\_WEST\_000135-000152, 000155-000172, 000177, 000195-000222, and 000227-000251.

Subject to the entry of a Confidentiality Agreement and Protective Order, AHM also will produce the following documents:

- CRRS Report. AHM\_WEST\_000104-000134;
- Confidential Sections of the ACS Files at AHM\_WEST\_000153-000155, 000173-000176, 000178-000194, and 000223-000226;
- Techline Contact Report, AHM\_WEST\_000252-000255; and
- Techline Contact Report, AHM\_WEST\_000256-000257.

AHM further responds that the CRRS Report contains material that is subject to applicable privileges. Concurrent with production of the CRRS Report to the Plaintiff following the entry of a Confidentiality Agreement and Protective Order, AHM will provide a privilege log for the document.

2. Copies of all photographs relating in any way to the matter referred to in the Complaint or to the damages claimed.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM responds that it currently does not have any photographs responsive to this Request but reserves the right to supplement this response as appropriate.

3. Copies of all diagrams, statements, memoranda, reports, policy and procedures manuals, or other documents relating to the matters in the suit.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM also objects to the extent that this request calls for information protected by applicable privileges, including but not limited to attorney-client privilege or the work-product privilege. AHM refers Plaintiff to its response to Requests Number 4, 7, 11, 29, and 30.

4. Copies of any all policy and procedures manuals used by Honda to determine whether a vehicle is nonconforming requiring Honda to repurchase a vehicle.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**As stated in its response to Plaintiff's Interrogatory Number 14, AHM has offered to repurchase the Subject Vehicle from the Plaintiff prior to the filing of Plaintiff's Complaint. AHM identifies and will produce the following documents:**

- **AHM\_WEST\_000354;**
- **AHM\_WEST\_000356-000357;**
- **AHM\_WEST\_000419-000420;**
- **AHM\_WEST\_000421-000441;**
- **AHM\_WEST\_000442-000448; and**
- **AHM\_WEST\_000449-000451.**

**AHM further responds that it has no written policies or procedures regarding requests to repurchase any vehicle. Each such request is reviewed on a case by case basis, in good faith.**

5. Copies of the Defendant's last three (3) financial statements showing the Defendant's net worth.

**RESPONSE:**

**AHM objects to this Request as not related to any claim made by the Plaintiff in her Complaint, and therefore AHM will not provide documents to this Request.**

6. Copies of all reports of experts which may pertain, in any way, to issues involved in this case.

**RESPONSE:**

**AHM refers Plaintiff to its Response to Plaintiff's Interrogatory Number 5.**

**AHM reserves the right to supplement this response.**

7. Copies of all documents the Defendant intends to use at the time of trial.

**RESPONSE:**

**AHM has not yet determined the documents it intends to use at trial. AHM will supplement this response pursuant to a scheduling order entered by the Court and its obligations under the South Carolina Rules of Civil Procedure.**

8. Any and all documents identified, contained, or referred to by the Defendant in its responses to Plaintiff's Interrogatories to Defendant, and all such documents used in any way in preparing or which support such responses.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM further objects to this Request as calling for documents that are subject to privilege, including but not limited to attorney-client privilege and work-product privilege. Subject to and without waiving these objections, AHM refers Plaintiff to its Responses to Plaintiff's Interrogatories and the documents identified therein.**

9. Any photographs and/or video tapes referring or relating to the vehicle which is the subject of this litigation, or otherwise relating to the claims set forth in the Defendant's Answer.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. Subject to and without waiving these objections, AHM identifies and will produce the**

**following video, Bates Label AHM-WEST-000460.**

10. Copies of any and all technical service bulletins which pertain to the make and model of the vehicle possessed by the Plaintiff regardless of whether the Defendant feels that said technical service bulletin applies to the Plaintiff's vehicle.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM additionally objects to the extent this Request calls for information or documents that may be protected by the attorney-client or work-product privilege. Subject to and without waiving these objections, AHM identifies and will produce the following document (TSB 17-064), Bates Label AHM\_WEST\_000462-000466.**

11. Copies of any and all contracts, financial or warranty service agreements or any other agreements between East Coast Honda and the Defendant Honda regarding the performance of and payment for warranty claims.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**Further, this request seeks irrelevant information that is not reasonably related to any of the issues of this lawsuit. Moreover, said request seeks information which constitutes a trade secret, is proprietary in nature and suggests that a franchise relationship exists between AHM and the authorized dealership(s) that performed repairs on the subject vehicle. No franchise relationship exists between AHM and the authorized dealership(s) as the dealerships are separate, independent entities from AHM.**

**Subject to and without waiving any objection, AHM identifies the following**

relevant portions of the standard provisions of the Automobile Dealers Sales and Service Agreement, which is confidential and proprietary information and will be produced to Plaintiff in response to this request, subject to the entry of an appropriate Confidentiality and Protective Order.

12. Copies of any and all warranty repair slips or other documents, no matter what the format, that evidences a request by East Coast Honda for Honda to pay for warranty repair service regarding the subject vehicle.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.

Subject to and without waiving any objections, AHM identifies and will produce the warranty history for the subject vehicle, Bates Label AHM\_WEST\_000064-000067 and AHM\_WEST\_000068-000100, which is confidential and proprietary and will be produced to Plaintiff, if Plaintiff agrees to the entry of an appropriate Confidentiality and Protective Order in this case.

13. Copies of any documents, checks, electronic notices or other records which evidences Honda's payments to East Coast Honda or any other Honda authorized facility for warranty repair service regarding the subject vehicle.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.

Subject to and without waiving these objections, AHM refers Plaintiff to its Response to Request Number 12, including the documents identified therein.

14. Any documents in the possession of the Defendant or the Defendant's counsel referring or relating to the vehicle, which is the subject of this litigation, including but not

limited to, owner's manual, publications, brochures, written warranties, instructions and/or warnings regarding vehicle operations and service, pamphlets, photographs, videos, reports, analyses, inspection results and/or tests and the result thereof, design and/or manufacture drawings, displays, design and/or manufacture analyses and the results thereof, any document provided to you by the Defendant's representative, a American Honda Motor Company's representative, and any document provided you by East Coast Honda.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM objects to this Request to the extent it is duplicative of other Requests made by Plaintiff. AHM also objects to the extent that this request calls for information protected by applicable privileges, including but not limited to attorney-client privilege or the work-product privilege. Subject to and without waiving the foregoing, AHM identifies and will produce the following documents:**

- **2017 Honda CR-V Owner's Manual, AHM\_WEST\_000487-000577;**
- **2017 Honda CR-V Limited Express New Car Warranty, AHM\_WEST\_000578-000619;**
- **2017 Honda Consumer Information Booklet, AHM\_WEST\_000261-000329; and**
- **2017 Honda CR-V Product Brochure, AHM\_WEST\_000330-000339.**

**Subject to and without waiving the foregoing objections, AHM identifies the following Repair Orders for the subject vehicle, which were created by East Coast Honda, which is an independently owned and operated authorized Honda dealership:**

- East Coast Car Records, AHM-000001-000012;
- East Coast Car Records, AHM-000013-000020;
- East Coast Car Records, AHM-000021-000037;
- East Coast Car Records, AHM-000038-000048; and
- East Coast Car Records, AHM-000049-000063.

**Subject to and without waiving any objections, AHM identifies the following documents, which it will produce upon the entry of an appropriate Confidentiality and Protective Order:**

- Techline Contact Report, AHM\_WEST\_000252-000255; and
- Techline Contact Report, AHM\_WEST\_000256-000257.

15. Any and all technical service bulletins regarding defects or conditions in the 2017 Honda CRV model vehicle which have various electric problems.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

16. Any and all technical service bulletins regarding defects or conditions in the 2017 Honda CRV model vehicle related to malfunctions in the computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, and the radio screen.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. Subject to and without waiving any objection, AHM identifies and will produce Technical Service Bulletin 17-064.**

17. Any and all technical service bulletins regarding radar software updates to the subject vehicle.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM refers Plaintiff to its response to Request Number 16.**

18. Documents which explain the meaning of the following codes:

1. B1C56
2. B1C58
3. P2583-76
4. U0104
5. OTC B2A00-92

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**Subject to and without waiving any objection, AHM identifies and will produce the following repair instructions which formerly would have been in a Service Manual in years for which that existed as a single publication, explaining the codes.**

- U0104, AHM\_WEST\_000476-000486;
- B1C58, AHM\_WEST\_000470-000472;
- P2583, AHM\_WEST\_000473-000475; and
- B1C56, AHM\_WEST\_000467-000469.

**A search of AHM's records for "OTC B2A00-92" yielded no results.**

19. All documents related to Tech Line Reference #4119444 and #4119111 as

referenced in East Coast Honda Invoice No. HOCS366608.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. Subject to and without waiving any objections, AHM identifies the following documents, which it will produce upon the entry of an appropriate Confidentiality and Protective Order:**

- **Techline Contact Report, AHM\_WEST\_000252-000255; and**
- **Techline Contact Report, AHM\_WEST\_000256-000257.**

20. Service Bulletin 17-064

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. Subject to and without waiving any objections, AHM refers Plaintiff to its Response to Request Number 14.**

21. Any and all reports or calculations by Honda as to the repairs done to the subject vehicle or the number of days it was out of service prepared prior to Honda hiring attorneys or Honda's attorneys reviewing this matter.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. AHM also objects to the extent that this request calls for information protected by applicable privileges, including but not limited to attorney-client privilege or the work-**

product privilege. Subject to and without waiving the foregoing objections, AHM identifies the following Repair Orders for the subject vehicle, which were created by East Coast Honda, which is an independently owned and operated authorized Honda dealership:

- East Coast Car Records, AHM-000001-000012;
- East Coast Car Records, AHM-000013-000020;
- East Coast Car Records, AHM-000021-000037;
- East Coast Car Records, AHM-000038-000048; and
- East Coast Car Records, AHM-000049-000063.

22. All documents, including any statements or reports, concerning or relating to the matters set forth in the Plaintiff's Complaint made by an expert who may be a witness at trial, and all notes, memoranda, writings, and recordings concerning and/or relating to such statements or reports.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to lead to the discovery of admissible evidence. AHM will supplement this response as appropriate during the litigation.

23. All documents, including but not limited to, textbooks, articles, studies, literature, videotapes, audiotapes, and depositions, that were reviewed, referred to, or relied upon in connection with the preparation of any reports, memoranda, or statements or the formulation of any opinions of any experts with whom the Defendant intends to call as a witness at trial.

**RESPONSE:**

AHM refers Plaintiff to its response to Plaintiff's Request for Production 22.

24. Any and all phone logs, notes or other documents that relate to, refer to, or

concern any communications between you or anyone acting on your behalf and East Coast Honda or their agents, servants, or employees regarding the non-conformities alleged to be in the 2017 CRV in general.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**Subject to and without waiving any objections, AHM identifies the following documents, which it will produce upon the entry of an appropriate Confidentiality and Protective Order:**

- **Techline Contact Report, AHM\_WEST\_000252-000255; and**
- **Techline Contact Report, AHM\_WEST\_000256-000257.**

25. Any and all phone logs, notes or other documents that relate to, refer to, or concern any communications between you or anyone acting on your behalf and East Coast Honda or their agents, servants, or employees regarding the non-conformities alleged to be in Plaintiff's 2017 Honda CRV.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**Subject to and without waiving any objections, AHM identifies the following documents, which it will produce upon the entry of an appropriate Confidentiality and Protective Order:**

- **Techline Contact Report, AHM\_WEST\_000252-000255; and**
- **Techline Contact Report, AHM\_WEST\_000256-000257.**

26. Any and all notes, electronic records, emails or other documents or records made

by Honda's employees who communicated with East Coast Honda or their agents, servants, or employees through Honda's "Hotline" or "TechLine" as referred to in the various repair invoices.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.**

**Subject to and without waiving any objections, AHM identifies the following documents, which it will produce upon the entry of an appropriate Confidentiality and Protective Order:**

- **Techline Contact Report, AHM\_WEST\_000252-000255; and**
- **Techline Contact Report, AHM\_WEST\_000256-000257.**

27. Copies of any and all documents, letters, reports, faxes, or any other record, kept in any media, that relates to the problems the Plaintiff complains of in her complaint.

**RESPONSE:**

**AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, AHM identifies the following Repair Orders for the subject vehicle, which were created by East Coast Honda, which is an independently owned and operated authorized Honda dealership:**

- **East Coast Car Records, AHM-000001-000012;**
- **East Coast Car Records, AHM-000013-000020;**
- **East Coast Car Records, AHM-000021-000037;**
- **East Coast Car Records, AHM-000038-000048; and**
- **East Coast Car Records, AHM-000049-000063.**

AHM identifies and will produce the following non-confidential sections of the ACS File at AHM\_WEST\_000135-000152, 000155-000172, 000177, 000195-000222, and 000227-000251.

Subject to the entry of a Confidentiality Agreement and Protective Order, AHM also will produce the following documents:

- CRRS Report. AHM\_WEST\_000104-000134;
- Confidential Sections of the ACS Files at AHM\_WEST\_000153-000155, 000173-000176, 000178-000194, and 000223-000226;

AHM further responds that the CRRS Report contains material that is subject to applicable privileges. Concurrent with production of the CRRS Report to the Plaintiff following the entry of a Confidentiality Agreement and Protective Order, AHM will provide a privilege log for the document.

28. Provide a copy of any and all documents, reports, materials, treatises, technical service bulletins, resource material, or any other document used by the Defendant to respond to the arbitration claim filed by the Plaintiff with the National Center for Dispute Settlement.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to lead to the discovery of admissible evidence. As stated in its response to Plaintiff's Interrogatory Number 14, AHM has offered to repurchase the Subject Vehicle from the Plaintiff prior to the filing of Plaintiff's Complaint.

Subject to and without waiving the foregoing objections, AHM identifies and will produce the following documents:

- AHM\_WEST\_000354.

AHM also identifies the following documents within its possession that

were filed by the Plaintiff with the National Center for Dispute Resolution:

- AHM\_WEST\_000356-000357;
- AHM\_WEST\_000419-000420;
- AHM\_WEST\_000421-000441;
- AHM\_WEST\_000442-000448; and
- AHM\_WEST\_000449-000451.

29. Any and all policies and procedures manuals regarding Honda's policy and procedures relating to investigating alleged non-conformities in vehicles and the requirements needed to prepare and issue technical service bulletins.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to lead to the discovery of admissible evidence.

Moreover, said request seeks information which constitutes a trade secret, is proprietary in nature. AHM further replies that there is no document regarding the requirements needed to prepare and issue technical service bulletins.

Subject to and without waiving any objection, AHM identifies the following relevant portions of the Honda Service Operations Manual that apply to warranty issues, which are confidential and proprietary information and will be produced to Plaintiff in response to this request, subject to the entry of an appropriate Confidentiality and Protective Order.

30. Any and all policies and procedures manuals regarding Honda's policy and procedures for repurchasing vehicles which are allegedly nonconforming.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not

reasonably calculated to led to the discovery of admissible evidence.

Moreover, said request seeks information which constitutes a trade secret, is proprietary in nature.

Subject to and without waiving any objection, AHM states that no documents exist in response to this request. Each request is evaluated in good faith on a case by case basis.

31. Please provide a copy of any and all records in whatever medium prepared by the Customer Assistance Center at any time regarding the subject vehicle or the Plaintiff.

**RESPONSE:**

AHM objects to this Request as being overly broad, vague, not limited in time or scope as related to the allegations raised in Plaintiff's Complaint and not reasonably calculated to led to the discovery of admissible evidence.

AHM identifies and will produce the following non-confidential sections of the ACS File at AHM\_WEST\_000135-000152, 000155-000172, 000177, 000195-000222, and 000227-000251.

Subject to the entry of a Confidentiality Agreement and Protective Order, AHM also will produce the following documents:

- CRRS Report. AHM\_WEST\_000104-000134;
- Confidential Sections of the ACS Files at AHM\_WEST\_000153-000155, 000173-000176, 000178-000194, and 000223-000226;

AHM further responds that the CRRS Report contains material that is subject to applicable privileges. Concurrent with production of the CRRS Report to the Plaintiff following the entry of a Confidentiality Agreement and Protective Order, AHM will provide a privilege log for the document.

32. Any and all records dealing with any and all advertising material or marketing information used by the Defendant to market or to help market the 2017 Honda CRV in general and specifically the type of 2017 Honda CRV which is the subject of this action.

Included in the request would be publications, brochures, sales fliers, advertising layouts, recorded spots for television and/or radio statements, and any other written or recorded material pursuant to this request.

**RESPONSE:**

**AHM objects to this request because it fails to identify with any particularity the document or information sought. Further, AHM objects to this request because it is overly broad in terms of scope, and not limited to the claims or alleged defects at issue in this case, unduly burdensome and not reasonably calculated to lead to admissible evidence. Subject to and without waiving the foregoing, AHM identifies and will produce the following documents:**


- **2017 Honda Consumer Information, AHM\_WEST\_000261-000329; and**
- **2017 Honda CR-V Product Brochure, AHM\_WEST\_000330-000339.**

33. Provide a copy of any and all notes, records, or other documents which support any of Defendant's defenses set forth in Defendant's Answer. Identify which defense is supported by which documents provided by the Defendant.

**RESPONSE:**

**AHM objects to this request because it fails to identify with any particularity the document or information sought. AHM will supplement this response as appropriate during the pendency of this litigation.**

**Bowman and Brooke LLP**

  
\_\_\_\_\_  
Patrick J. Cleary  
SC Bar No.: 80808  
E: [patrick.cleary@bowmanandbrooke.com](mailto:patrick.cleary@bowmanandbrooke.com)  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
Tel.: 803.726.7420  
Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

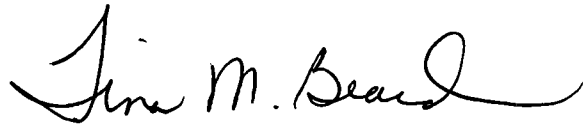
April, 2019  
Columbia, South Carolina

**CERTIFICATE OF SERVICE**

I, the undersigned Legal Secretary of Bowman and Brooke LLP, attorneys for American Honda Motor Co., Inc., do hereby certify that I have served all known counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of same by United States Mail, postage prepaid, to the following address(es):

Pleadings: **American Honda Motor Co.'s Response to Plaintiff's First Set of Interrogatories**  
**American Honda Motor Co.'s Response to Plaintiff's First Requests for Production**  
**American Honda Motor Co.'s Verification for Interrogatory Responses**  
**Thumb drive Containing Produced Documents**

Counsel: C. Steven Moskos  
C. Steven Moskos, P.A.  
4000 Faber Place Drive, Suite 300  
North Charleston, SC 29405



Tina M. Beard  
Legal Secretary

April 1, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	C/A NO: 2018-CP-266346
	)	
Tammy Batten West,	)	<b>CONFIDENTIALITY ORDER</b>
Plaintiff,	)	
vs.	)	
American Honda Motor Company, Inc.,	)	
Defendants.	)	

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**[if fully by consent]** Whereas, the parties to this Consent Confidentiality Order (“parties”), have stipulated that certain discovery material is and should be treated as confidential, and have agreed to the terms of this order; accordingly, it is this [consent day [12, 24, etc.]] day of [consent month], 20[consent year [05, 06]], ORDERED:

**[if not fully by consent]** Whereas, the parties to this action (“parties”), have stipulated that certain discovery material is and should be treated as confidential, and have requested that the court enter a confidentiality order; and whereas the court has determined that the terms set forth herein are appropriate to protect the respective interests of the parties, the public, and the court; accordingly, it is this [not consent day [12, 24]] day of [not consent month], 20[not consent year [05, 06]], ORDERED:

1. **Scope.** All documents produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively “documents”) shall be subject to this Order concerning confidential information as set forth below.

2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word “CONFIDENTIAL” on the document in a

manner which will not interfere with the legibility of the document and which will permit complete removal of the Confidential designation. Documents shall be designated CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure of the documents. Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate documents as confidential but only after review of the documents by an attorney who has, in good faith, determined that the documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. The certification shall be made concurrently with the disclosure of the documents, using the form attached hereto at Attachment A which shall be executed subject to the standards of Rule 11 of the South Carolina Rules of Civil Procedure. Information or documents which are available in the public sector may not be designated as confidential.

4. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.

5. **Protection of Confidential Material.**

a. **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the parties or counsel for the parties or any other persons identified below (¶ 6.b.) for any purposes whatsoever other than

preparing for and conducting the litigation in which the documents were disclosed (including any appeal of that litigation). The parties shall not disclose documents designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified.

b. **Limited Third Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL under the terms of this Order to any other person or entity except as set forth in subparagraphs (1)-(5) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form set forth at Attachment B hereto), that he or she has read and understands the terms of this Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

- (1) counsel and employees of counsel for the parties who have responsibility for the preparation and trial of the lawsuit;
- (2) parties and employees of a party to this Order but only to the extent counsel shall certify that the specifically named individual party or employee's assistance is necessary to the conduct of the litigation in which the information is disclosed<sup>2</sup>;

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<sup>2</sup> At or prior to the time such party or employee completes his or her acknowledgment of review of this Order and agreement to be bound by it (Attachment B hereto), counsel shall complete a certification in the form shown at Attachment C hereto. Counsel shall retain the certification together with the form signed by the party or employee.

(3) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;

(4) consultants, investigators, or experts (hereinafter referred to collectively as “experts”) employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit; and

(5) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.

c. **Control of Documents.** Counsel for the parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as Confidential pursuant to the terms of this order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along with the originals of the forms signed by those persons acknowledging their obligations under this Order.

d. **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as “copies”), of documents designated as Confidential under this Order or any portion of such a document, shall be immediately affixed with the designation “CONFIDENTIAL” if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

6. **Filing of Confidential Materials.** In the event a party seeks to file any material that is subject to protection under this Order with the court, that party shall take appropriate action to insure that the documents receive proper protection from public

disclosure including: (1) filing a redacted document with the consent of the party who designated the document as confidential; (2) where appropriate (e.g. in relation to discovery and evidentiary motions), submitting the documents solely for *in camera* review; or (3) where the preceding measures are not adequate, seeking permission to file the document under seal pursuant to the procedural steps as may apply in the relevant jurisdiction. Absent extraordinary circumstances making prior consultation impractical or inappropriate, the party seeking to submit the document to the court shall first consult with counsel for the party who designated the document as confidential to determine if some measure less restrictive than filing the document under seal may serve to provide adequate protection. This duty exists irrespective of the duty to consult on the underlying motion. Nothing in this Order shall be construed as a prior directive to the Clerk of Court to allow any document be filed under seal.

7. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.

8. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge.

- a. The burden of proving the necessity of a Confidential designation remains with the party asserting confidentiality.
- b. A party who contends that documents designated CONFIDENTIAL are not entitled to confidential treatment shall give written notice to the party who affixed

the designation of the specific basis for the challenge. The party who so designated the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the Confidential designation.

c. Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:

- (1) the party who claims that the documents are confidential withdraws such designation in writing;
- (2) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 9.b. above; or
- (3) the court rules that the documents should no longer be designated as confidential information.

d. Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

#### **9. Treatment on Conclusion of Litigation.**

a. **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.

b. **Return of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as confidential under this Order, including copies as defined above (¶6.d.) shall be returned to the producing party unless: (1) the document has been entered as evidence or filed (unless introduced or filed under seal); (2) the parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be Confidential under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

10. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the parties shall have been given notice and an opportunity to be heard on the proposed modification.

11. **No Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any specific document or item of information designated as CONFIDENTIAL by counsel

is subject to protection under Rule 26(c) of the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.

12. **[If by consent] Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.

**[if not by consent] Persons Bound.** This Order shall take effect when entered and shall be binding upon all counsel in this action and their respective law firms and clients.

IT IS SO ORDERED.

\_\_\_\_\_  
The Honorable Larry B. Hyman, Jr.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, South Carolina

**ATTACHMENT A  
CERTIFICATION BY COUNSEL OF DESIGNATION  
OF INFORMATION AS CONFIDENTIAL**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF Horry	)	C/A NO: 2018-CP-266346
	)	
Tammy Batten West,	)	
	)	<b>CERTIFICATION BY</b>
Plaintiff,	)	<b>COUNSEL OF DESIGNATION</b>
vs.	)	<b>OF INFORMATION AS</b>
	)	<b>CONFIDENTIAL</b>
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

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Documents produced herewith **[whose bates numbers are listed below (or) which are listed on the attached index]** have been marked as CONFIDENTIAL subject to the Confidentiality Order entered in this action which Order is dated [confidentiality order date].

By signing below, I am certifying that I have personally reviewed the marked documents and believe, based on that review, that they are properly subject to protection under the terms of Paragraph 3 of the Confidentiality Order.

Date: [date attachment A signed]

[Signature of Counsel [s/name]]  
Signature of Counsel

[Printed Name of Counsel [A]]  
Printed Name of Counsel

**ATTACHMENT B  
ACKNOWLEDGMENT OF UNDERSTANDING  
AND  
AGREEMENT TO BE BOUND**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	C/A NO: 2018-CP-266346
	)	
Tammy Batten West,	)	
	)	<b>ACKNOWLEDGMENT OF</b>
	)	<b>UNDERSTANDING AND</b>
vs.	)	<b>AGREEMENT TO BE BOUND</b>
	)	
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

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The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated [confidentiality order date], in the above captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned submits to the jurisdiction of the ~~United States District Court for the District of South Carolina State Circuit Court~~ in the Court of Common Pleas in matters relating to the Confidentiality Order and understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such confidential information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: [undersigned name [att B]]  
Job Title: [Job Title [att B]]  
Employer: [Employer [att B]]  
Business Address: [Business Address [att B]]

Date: [date attachment B signed] [Signature [attachment B]]  
Signature

**ATTACHMENT C  
CERTIFICATION OF COUNSEL OF NEED  
FOR ASSISTANCE OF PARTY/EMPLOYEE**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	C/A NO: 2018-CP-266346
	)	
Tammy Batten West,	)	
	)	<b>CERTIFICATION OF</b>
Plaintiff,	)	<b>COUNSEL OF NEED FOR</b>
vs.	)	<b>ASSISTANCE OF</b>
	)	<b>PARTY/EMPLOYEE</b>
American Honda Motor Company, Inc.,	)	
	)	
Defendants.	)	

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Pursuant to the Confidentiality Order entered in this action, most particularly the provisions of Paragraph 6.b.2., I certify that the assistance of [name of assistant [att C]] is reasonably necessary to the conduct of this litigation and that this assistance requires the disclosure to this individual of information which has been designated as CONFIDENTIAL.

I have explained the terms of the Confidentiality Order to the individual named above and will obtain his or her signature on an "Acknowledgment of Understanding and Agreement to be Bound" prior to releasing any confidential documents to the named individual and I will release only such confidential documents as are reasonably necessary to the conduct of the litigation.

The individual named above is:

- A named party;
- An employee of named party [employee of named party]. This employee's job title is [employee's job title] and work address is [employee's work address].

Date: **[date attachment C signed]**

**[Signature [attachment C]]**

Signature

1441 Main Street, Suite 1200  
Columbia, SC 29201  
Phone: 803.726.7420  
Fax: 803.726.7421

Patrick J. Cleary  
Direct: 803.726.7492  
Email: patrick.cleary@bowmanandbrooke.com

April 1, 2019

VIA ELECTRONIC MAIL / U.S. MAIL

C. Steven Moskos  
C. Steven Moskos, P.A.  
4000 Faber Place Drive, Suite 300  
North Charleston, SC 29405

Re: Tammy Batten West v. American Honda Motor Co., Inc.  
Case No.: 2018-CP-26-6346

Dear Mr. Moskos:


Enclosed with this letter are American Honda Motor Co. ("AHM")'s Responses to Plaintiff's First Set of Interrogatories and First Set of Requests for Production. The non-confidential, non-privileged responsive documents are included on the enclosed thumb drive.

As I mentioned in my email to you last week, there are certain documents that AHM will produce upon the entry of a confidentiality and protective order. Do we have your consent to file the draft confidentiality and protective order I sent you last week?

Additionally, there are certain documents that AHM has identified are subject to applicable privileges, including work-product and attorney-client communication. AHM will provide a privilege log identifying those documents.

Very truly yours,

BOWMAN AND BROOKE, LLP

  
Patrick J. Cleary  
Senior Counsel

PJC/tmb

Enclosures:

American Honda Motor Co.'s Response to Plaintiff's First Set of Interrogatories  
American Honda Motor Co.'s Response to Plaintiff's First Requests for Production  
American Honda Motor Co.'s Verification for Interrogatory Responses  
Thumb drive Containing Produced Documents

**Steve Moskos**

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**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Monday, April 1, 2019 11:53 AM  
**To:** C Steven Moskos  
**Cc:** Sara Tyer  
**Subject:** RE: West v. American Honda Motor Company

Steve,

We are sending our discovery responses today. The documents that are confidential are identified but not produced in the RFPs. We will prepare a privilege log and send to you – but the privilege issue is separate from the protective order.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

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**From:** C Steven Moskos <csmoskos@earthlink.net>  
**Sent:** Monday, April 1, 2019 11:52 AM  
**To:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Subject:** RE: West v. American Honda Motor Company

Patrick,  
It is hard for me to agree to a blank request for a protective order. I have no idea what Honda thinks is privileged or confidential. Please provide a privilege log so I can have some idea of what you intend to mark as confidential. After I have reviewed the log, I can make a decision on the protective order. Thanks.  
Steve

C. Steven Moskos  
4000 Faber Place Dr., Suite 300  
North Charleston, SC 29405  
843-763-5297 Office

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**From:** Patrick Cleary [mailto:Patrick.Cleary@bowmanandbrooke.com]  
**Sent:** Wednesday, March 27, 2019 9:04 AM  
**To:** Steve Moskos <csmoskos@gmail.com>  
**Cc:** C. Steven Moskos <csmoskos@earthlink.net>; Sara Tyer <Sara.Tyer@bowmanandbrooke.com>  
**Subject:** RE: West v. American Honda Motor Company

Steve,

We are in the process of finishing responses to your discovery requests. Some of the requested documents are confidential, and we will not produce them until an appropriate protective order is entered.

A proposed joint confidentiality order is attached. Please review, and if you approve, we can submit to the court.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: 1.803.726.7492 | Mobile: 1.843.206.5533

**From:** Steve Moskos <[csmoskos@gmail.com](mailto:csmoskos@gmail.com)>  
**Sent:** Friday, March 1, 2019 9:38 AM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Cc:** C. Steven Moskos <[csmoskos@earthlink.net](mailto:csmoskos@earthlink.net)>  
**Subject:** West v. American Honda Motor Company

Dear Mr. Cleary,

Attached please find Plaintiff's discovery requests in regard to the above captioned matter. I will be placing the same in the US Mail today.

If you have any questions, please do not hesitate to contact our office.

Carole Baker  
Legal Assistant to C. Steven Moskos  
4000 Faber Place Drive, Suite 300  
North Charleston, SC 29406  
(843) 763-5297

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Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

**Steve Moskos**

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**From:** Steve Moskos  
**Sent:** Monday, October 26, 2020 3:05 PM  
**To:** Patrick Cleary  
**Subject:** RE: West v Honda

Patrick,

Thank you for sending 000460. I cannot agree to a protective order. I will just file a motion to compel. Hopefully, you will change your mind and produce the requested documents and/or provide a privilege log.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)  
<https://www.moskoslawfirm.com>

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**From:** Patrick Cleary <Patrick.Cleary@bowmanandbrooke.com>  
**Sent:** Monday, October 26, 2020 2:56 PM  
**To:** Steve Moskos <steve@moskoslawfirm.com>  
**Subject:** RE: West v Honda

Steve,

AHM\_WEST\_000460 is attached.

The other two documents were identified by AHM as confidential and subject to protective order. We identified them in our discovery responses over 18 months ago. Frankly, this is a last minute request that should have been addressed long ago.

That being said, I will bring the documents with me tomorrow. If you agree to signing a protective order before the deposition, they can be used consistent with the protective order.

Patrick

**Patrick J. Cleary**  
Bowman and Brooke LLP  
Direct: +1.803.726.7492 | Mobile: +1.843.206.5533

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**From:** Steve Moskos <[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)>  
**Sent:** Monday, October 26, 2020 2:47 PM  
**To:** Patrick Cleary <[Patrick.Cleary@bowmanandbrooke.com](mailto:Patrick.Cleary@bowmanandbrooke.com)>  
**Subject:** West v Honda

Patrick,

I am trying to get ready for tomorrow's deposition. I need a copy of AHM\_WEST\_000252-000255, AHM\_WEST\_000256-000257, and AHM\_WEST\_000460. Without these documents, I will not be able to finish the deposition tomorrow. For any documents you have listed as confidential, please provide an appropriate privilege log. Thank you.

Steve

C. Steven Moskos  
4000 Faber Place Dr., Ste 300  
North Charleston, SC 29405  
843-763-5297  
[steve@moskoslawfirm.com](mailto:steve@moskoslawfirm.com)  
<https://www.moskoslawfirm.com>

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Note: This electronic mail is intended to be received and read only by certain individuals. It may contain information that is attorney-client privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you have received this in error, please notify me by replying and then delete both the message and reply. Thank you.

ELECTRONICALLY FILED - 2020 Nov 15 10:00 PM - HORRY - COMMON PLEAS - CASE#2018CP2606346

<p><b>STATE OF SOUTH CAROLINA</b></p> <p><b>COUNTY OF HORRY</b></p> <p>Tammy Batten West,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>American Honda Motor Company, Inc.,</p> <p style="text-align: right;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>IN THE COURT OF COMMON PLEAS</b></p> <p><b>C/A NO: 2018-CP-266346</b></p> <p><b>Defendant American Honda Motor Co, Inc.'s Offer of Judgment</b></p>
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Pursuant to Rule 68 of the South Carolina Rules of Civil Procedure, Defendant American Honda Motor Co., Inc. ("AHM"), by and through its undersigned counsel, hereby makes an Offer of Judgment to Plaintiff Tammy Batten West as follows:

Party Making Proposal:	Defendant, AHM
Party to Whom Proposal is Being Made:	Plaintiff, Tammy Batten West
Claim or Claims the Proposal is Attempting to Resolve:	<p>Complete resolution of all claims by Plaintiff contained in the above-styled matter, and any and all potential claims Plaintiff could make against the Defendant arising out of the same facts and circumstances referred to in the above-styled matter.</p>
Relevant Conditions:	<p>Defendant hereby proposes to offer the Total Amount of Proposal specified below, inclusive of fees and costs, upon Plaintiff's execution of a general Release attached with this Offer, releasing Defendant from any and all claims raised or potentially raised against Defendant arising out of the facts and circumstances referred to in the above-styled matter (see attached Release).</p> <p>Plaintiff and Defendant shall be responsible for complying with the terms and covenants identified in the Release.</p>

<p>Total Amount of Proposal:</p>	<p>\$44,160.84 (Forty-four thousand one hundred sixty and 84/100 Dollars).</p> <p>Of this amount, \$34,160.84 (Thirty-four thousand one hundred sixty and 84/100 Dollars) shall be made to repurchase the subject vehicle identified in Plaintiff's Complaint. This amount shall include all necessary payments required to satisfy the lien currently held by South State Bank for the Subject Vehicle identified in Plaintiff's Complaint with the remainder of this amount being made payable to Plaintiff.</p> <p>Of this amount, \$10.000 (Ten thousand and 00/100 Dollars) shall be payable to Plaintiff's counsel as attorneys' fees and to cover costs of this Action.</p>
<p>Any Non-Monetary Terms of the Proposal:</p>	<p>Defendant and Plaintiff will bear their own costs and attorneys' fees. The amount being offered does specifically include any and all claims for attorneys' fees and costs.</p> <p>This Proposal is intended to terminate all claims and disputes and obviate the need for further intervention of the judicial process.</p> <p>The Release included with this Proposal provides a process to accomplish the repurchase of the Subject Vehicle included in Plaintiff's Complaint.</p> <p>The Release included with this proposal is also includes terms appropriate to ensure the dismissal of this matter and obligations on the Parties following the termination of this litigation.</p>
<p>Amount Proposed to Settle a Claim for Statutorily Allowed Damages, if any:</p>	

	The amount being offered does specifically include any and all claims for statutorily allowed damages.
Amount Proposed to Settle a Claim for Punitive Damages, if any:	The amount being offered does specifically include any and all claims for punitive damages.
Whether Proposal Includes Attorneys' Fees:	The amount being offered does specifically include any and all claims for attorneys' fees as discussed above.
Whether Attorneys' Fees are Part of the Legal Claim:	The operative Complaint alleges Plaintiff is entitled to attorneys' fees.

This Offer of Judgment shall be deemed rejected unless accepted by delivery of a written Notice of Acceptance within twenty (20) days after service of the proposal or ten (10) days prior to trial, whichever shall occur first, by Plaintiff (or through her counsel) filing a written acceptance of the offer of judgment with the Clerk of Court for Horry County, South Carolina.

You will take notice that should you reject this Offer of Judgment, AHM shall present this Offer for any purposes permitted by Rule 68 of the South Carolina Rules of Civil Procedure and the Code of Laws of South Carolina.

*(Signature Page to Follow)*

Respectfully submitted,

**Bowman and Brooke LLP**



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Patrick J. Cleary  
SC Bar No.: 80808  
E: [patrick.cleary@bowmanandbrooke.com](mailto:patrick.cleary@bowmanandbrooke.com)  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
Tel.: 803.726.7420  
Fax: 803.726.7421

**Counsel for American Honda Motor Co.,  
Inc.**

January 15, 2021  
Columbia, South Carolina

## GENERAL RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF the total sum of forty-four thousand one hundred and sixty dollars and eighty four cents (**\$44,160.84**) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655, payment of thirty four thousand one hundred sixty dollars and eighty four cents (**\$34,160.84**) to be payable first for the full and complete satisfaction of any and all liens it holds on a 2017 Honda CRV, VIN 2HKRW1H87HH508034, with the remainder of this sum to be payable to Tammy Batten West and ten thousand dollars and no cents (**\$10,000.00**) for attorney's fees and costs, on behalf of Tammy Batten West (hereinafter the "CLAIMANT"), and on behalf of all and each of her heirs, executors, administrators, successors, owners and assigns, hereby releases and forever discharges American Honda Motor Co., Inc. (hereinafter the "DEFENDANT"), its agents, officers, employees, partners, insurers, adjusters, investigators, representatives, attorneys, shareholders, suppliers, directors, subsidiaries, parent and related corporations or entities, predecessors and successors in interest, authorized dealers, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, who are or may ever become liable to the CLAIMANT including, but not limited to, Honda Motor Co., Ltd, Honda R&D Americas, Inc., and Honda Canada, Inc.. (with DEFENDANT, hereinafter the "RELEASEE"), of and from any and all damages, claims, and liens of any type involving a 2017 Honda CRV, VIN 2HKRW1H87HH508034 (hereinafter "THE VEHICLE"), or arising out of the events set forth in the CLAIMANT'S Complaint filed in action number 2018-CP-26-6346 in the Common Pleas Court of the State of South Carolina, in and for the County of Horry, (hereinafter the "THE COMPLAINT"), such complaint being incorporated herein by reference.

THE COMPLAINT and causes of action alleged therein involve disputed questions of fact and law. RELEASEE and CLAIMANT now wish fully and finally to avoid further costs of litigation and to compromise and settle any and all claims, controversies and disputes between them, including all past, present and potential claims based on, derived from, or related to THE VEHICLE and THE VEHICLE purchase loan.

NOW, THEREFORE, in consideration of the following terms, covenants and conditions, and the payment by or on behalf of RELEASEE of the sum set forth in Paragraph 1 herein, the CLAIMANT hereby agrees as follows:

1. Payment of the above-mentioned sum of forty-four thousand one hundred and sixty dollars and eighty-four cents (**\$44,160.84**) *plus all requisite per diem charges* to the lien holder, South State Bank, account number 12502655; this total sum includes two components. The first component is payment of payment of thirty-four thousand one hundred sixty dollars and eighty-four cents (**\$34,160.84**) made payable first to South State Bank to satisfy the lien(s) on THE VEHICLE, with any remainder made payable to H. Ruby McChesney and her attorney, C. Steven Moskos, PA. The second component is payment of ten thousand dollars and zero cents (**\$10,000.00**) to C. Steven Moskos, PA for attorney's fees and costs. Payment shall occur shall occur once the following have been completed: 1) CLAIMANT'S delivery to counsel for RELEASEE an unmodified fully executed original of this RELEASE and a fully executed Request for Dismissal of the entire COMPLAINT with prejudice, 2) CLAIMANT'S delivery to counsel for RELEASEE all documents necessary to confirm and satisfy any and all liens on THE VEHICLE and 3) CLAIMANT'S delivery to counsel for RELEASEE all documents necessary to secure transfer of clean title of THE VEHICLE to DEFENDANT and THE VEHICLE in the condition described in paragraph 4. Counsel for RELEASEE shall provide an electronic image of the check(s) necessary to comply with this paragraph following CLAIMANT'S delivery to counsel for RELEASEE an unmodified fully executed original of this RELEASE. CLAIMANT, in her discretion, shall have the option to any sums remaining from the payment of thirty-

four thousand one hundred sixty dollars and eighty-four cents (**\$34,160.84**) following the satisfaction of any and all liens on THE VEHICLE in payment in a check made payable solely to her. If CLAIMANT elects to have payment of this amount made solely to her, she shall provide counsel for RELEASEE with a completed W-9 form with the unmodified fully executed original of this RELEASE. The payment to CLAIMANT shall be payable upon CLAIMANT's delivery to counsel for RELEASEE all documents necessary to secure transfer of clean title of THE VEHICLE to DEFENDANT and THE VEHICLE in the condition described in paragraph 4. The check or checks payable to CLAIMANT and her attorney shall be deemed to have been paid upon the delivery by regular mail of said check(s) to C. Steven Moskos, PA.

2. CLAIMANT will surrender THE VEHICLE to DEFENDANT or its designee at the place designated by DEFENDANT. THE VEHICLE shall be currently registered except as follows. If THE VEHICLE'S registration has expired, CLAIMANT may surrender THE VEHICLE with a Department of Motor Vehicle Certificate of Planned Non-Operation. This Certificate shall have been executed before THE VEHICLE'S last registration expired. It shall cover the period from registration expiration to surrender. In addition, THE VEHICLE shall be clean, in good working order with all originally invoiced options and accessories intact, and free from any collision or other damage, or any warranty non-conformities, exclusive of normal wear and tear and such warranty non-conformities as are alleged to exist in THE COMPLAINT.

3. DEFENDANT or its designee shall inspect THE VEHICLE at the time of surrender by CLAIMANT to determine whether it is in the condition described in Paragraph 2, above. In the event the inspection of THE VEHICLE reveals that it is not in such condition, CLAIMANT shall pay to DEFENDANT the reasonable costs of repair as necessary to return THE VEHICLE to the manufacturer's specifications.

4. CLAIMANT will cooperate with DEFENDANT with respect to the transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking all necessary steps to accomplish such transfer of ownership including, but not limited to, causing all Department of Motor Vehicle documentary transfer requirements to be completed before the transfer of the settlement sum to CLAIMANT. CLAIMANT shall deliver the Certificate of Title to THE VEHICLE free and clear of all liens, fees, fines, DMV charges, assessments and encumbrances, to DEFENDANT when she surrenders THE VEHICLE to DEFENDANT. In the event THE VEHICLE serves as collateral for an existing loan to CLAIMANT, CLAIMANT shall, prior to delivery of the settlement sums, execute all documents necessary to allow DEFENDANT to take possession of the Certificate of Title to THE VEHICLE when THE VEHICLE is surrendered in accordance with Paragraph 3, above. Further, in the event VEHICLE title transfer issues arise after delivery of the settlement sum to CLAIMANT and /or dismissal of THE COMPLAINT, CLAIMANT hereby warrants and agrees that she will cooperate with DEFENDANT with respect to transfer of ownership of THE VEHICLE to DEFENDANT or its designee by taking any additional steps necessary to accomplish such transfer of ownership.

5. This RELEASE is to be interpreted broadly to include, in addition to the allegations in THE COMPLAINT, any claim which could have been asserted against the RELEASEE based on the facts stated in THE COMPLAINT. This RELEASE is not intended to waive any rights which CLAIMANT may have with respect to future personal injury claims sounding in products liability unrelated to the defects asserted in the Action that may accrue after the execution of this Release. CLAIMANT hereby warrants that at this time CLAIMANT has no such injuries or claims.

6. This RELEASE shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Nothing in this RELEASE, express or implied, is intended to confer upon any person or entity other than the parties hereto or their respective successors, heirs, issue

and assigns, any rights or benefits under or by reason of this RELEASE. This RELEASE shall not be assignable by any party hereto without the prior written consent of the other party.

7. This RELEASE is intended to and CLAIMANT warrants that she will dispose of all liability of RELEASEE to all other creditors, lienholders, sureties and/or other persons or entities that might now or in the future have a claim or lien for any amounts which remain due and owing in connection with the purchase of THE VEHICLE or any repairs, maintenance, storage and/or service performed on THE VEHICLE. And, CLAIMANT will remain responsible for all amounts which remain due and owing to any creditors, lienholders, sureties and/or other persons or entities, for any monies loaned or otherwise supplied for the purchase and/or any repair, service, modification, storage or maintenance of THE VEHICLE. CLAIMANT further warrants that in the event of a dispute with RELEASEE, any lender, creditor, lienholder, or other person or entity arising out of the failure of CLAIMANT to honor the terms of any and all contractual agreements entered in connection with THE VEHICLE, CLAIMANT warrants that she shall not assert as a defense in connection with said dispute any claim that was or could have been asserted in connection with this lawsuit, including, but not limited to, claims concerning the condition, performance, maintenance, or repair of THE VEHICLE.

8. The above-mentioned consideration is the entire and only consideration for this RELEASE, and the CLAIMANT shall be responsible for the payment of her attorneys' fees and legal expenses, if any were incurred.

9. No other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this RELEASE. The CLAIMANT has the sole right and exclusive authority to execute this RELEASE and receive the sum specified in it. She has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this RELEASE; and agree to indemnify and hold harmless RELEASEE from and against any claim based on, related to, or arising out of any such sales, assignment, transfer, conveyance or other disposal.

10. The action, causes of action, claims, demands, damages, subject matter of the litigation, and controversies described herein are free and clear of any pledges, charges, equities, claims, covenants, liens or encumbrances which may exist, by way of subrogation or otherwise. There are no other persons other than the CLAIMANT who now have, or may hereafter acquire against the parties released by this RELEASE or any of them, any action, cause of action, claim, demand, damage or controversy whatsoever arising out of or relating in any manner whatsoever to the damages sustained by the CLAIMANT as a result of the matters set forth in THE COMPLAINT or any damages resulting directly or indirectly therefrom. Should any lien, subrogation, claim or indemnity claim be made against the DEFENDANT or RELEASEE, based on the matters set forth in THE COMPLAINT described above and/or on the services, goods or benefits provided and/or sold to the CLAIMANT in connection with THE VEHICLE, the CLAIMANT shall indemnify, defend and hold harmless RELEASEE from any and all such claims.

11. Concurrently with the delivery of this RELEASE, counsel for the CLAIMANT will deliver to counsel for the RELEASEE an executed Request for Dismissal with prejudice of all actions involving the matters set forth in THE COMPLAINT including, but not limited to, Civil Action No. 2018-CP-26-6346 filed in the Common Pleas Court of the State of South Carolina, in and for the County of Horry. The handling and filing of this dismissal shall be in accordance with paragraph 1, above.

12. This RELEASE is a result of a compromise and shall never at any time for any reason be considered as an admission of liability or responsibility on the part of the parties herein released,

who continue to deny such liability and to disclaim such responsibility. This RELEASE is not an admission and there has not been any finding by judge or jury that THE VEHICLE is known or should be known to have been required by law to be replaced or accepted for restitution by a manufacturer due to the inability of the manufacturer to conform THE VEHICLE to applicable warranties pursuant to S.C. Code Ann. § 56-28-10, *et. seq.* or any other applicable law of the State of South Carolina, or any other state, or federal law.

13. This RELEASE represents and contains the entire RELEASE and understanding among the parties hereto with respect to the subject matter of this RELEASE AND supersedes any and all prior oral and written RELEASES and understandings, and no representation, warranty, condition, understanding or Release of any kind with respect to the subject matter hereof shall be relied upon by the parties unless incorporated herein. This RELEASE may not be amended or modified except by an express written Release signed by RELEASEE. This RELEASE contains the entire Release between the Claimant and the RELEASEE with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

14. In entering into this RELEASE, CLAIMANT represents that the terms of this RELEASE have been completely read, and the meaning and consequences of this RELEASE are fully understood and voluntarily accepted by CLAIMANT. CLAIMANT has not relied upon any representation, express or implied, made by RELEASEE or any of their representatives, as to the tax consequences of this RELEASE, and CLAIMANT releases RELEASEE from any and all liability in connection with any such tax consequences.

15. In the event that one or more of the provisions, or portions thereof, of this RELEASE is determined to be illegal or unenforceable, the remainder of this RELEASE shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

16. This RELEASE may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this RELEASE.

17. Except as otherwise stated above, in the event of any litigation hereafter filed by CLAIMANT or RELEASEE to interpret or enforce any provision of this RELEASE, or the settlement which gave rise thereto, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to whatever other remedies may be available.

18. This RELEASE is executed in the State of South Carolina and shall be construed and interpreted in accordance with its laws.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Tammy Batten West, CLAIMANT

The content of this General Release of All Claims has been reviewed by Tammy Batten West and has been explained to Tammy Batten West.

DATED: \_\_\_\_\_, 2020

SIGNED: \_\_\_\_\_  
C. Steven Moskos, Attorney

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26-6346
	)	
TAMMY BATTEN WEST,	)	
	)	
Plaintiff,	)	<b>BRIEF IN SUPPORT OF MOTION FOR</b>
	)	<b>SUMMARY JUDGMENT</b>
vs.	)	
	)	
AMERICAN HONDA MOTOR	)	
COMPANY, INC.,	)	
	)	
<u>Defendant.</u>	)	

Plaintiff seeks Summary Judgment only as to Plaintiff's Third Cause of Action, a violation of SC Code §56-28-10 et seq. known as the Enforcement of Motor Vehicle Express Warranties Act and commonly referred to as the Lemon Law.

**FACTS**

Defendant American Honda warranted a 2017 Honda CR-V purchased by Ms. West on March 4, 2017. (Exhibit 5.)<sup>1</sup> The vehicle had been driven at least 13 miles when she bought it. (Exhibit 4.) Exhibit A - Deposition Transcript of East Coast Honda Cahill p 18:13-15. <sup>2</sup> The full purchase price of the Honda was \$32,160.00. (Exhibit 1.) Ms. West paid East Coast Honda \$1,363.73 as down payment. She then obtained a \$30,796.27 loan from South State Bank to buy the vehicle. (Exhibit 2.) Ms. West paid East Coast Honda for the vehicle. The vehicle was then registered to Ms. West in Horry County. (Exhibit 7.)

On April 4, 2017 at 1,705 miles, the vehicle began malfunctioning. (Exhibits 8, 9, and 10.) Since then, the Honda CR-V has experienced numerous and recurring

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<sup>1</sup> Unless specifically stated, the exhibits referenced are attached to Tammy West's affidavit.

<sup>2</sup> East Coast Honda was deposed on October 27, 2020. East Coast Honda's representatives were Kirt Cahill, its general manager, and Matt Martin, its service manager.

malfunctions related to the computer system, adaptive cruise control system, collision mitigation system, road departure mitigation system, blind spot system, daylight beams, and the radio screen malfunction. (Exhibits 11, 21, 22, 24-33.) These defects or conditions substantially impair the use, value, or safety of the vehicle.

During the warranty term specified by Defendant, three years, thirty-six thousand miles<sup>3</sup>, Ms. West returned the vehicle to East Coast Honda eleven times for a total of at least fifty-seven (57) days. (Exhibits 11, 21, 22, 24-33, and C.) The records of East Coast Honda indicate the vehicle may have been out of service for up to seventy-three days (73). The vehicle has continued to malfunction. (Exhibit B - Deposition of Martin pp. 26-27.)

On August 1, 2018, American Honda received a notice from Ms. West giving American Honda a final repair attempt as required by SC Code §56-28-50(B) and explaining in detail the problems she has had with this vehicle. (Exhibit 23.) American Honda did not respond to her offer for a final repair attempt.

Ms. West participated in the non-binding arbitration required by Defendant. (Exhibit D.) The National Center for Dispute Settlement (NCDS) found in favor of Ms. West. (Exhibit E.)<sup>4</sup> The finding by NCDS did not include a monetary amount to be paid by Honda. Instead, Ms. West would have to agree to the decision. American Honda would then calculate the amount to be paid to Ms. West. The payment to Ms. West would not include any amount for attorney's fees even though the Lemon Law specifically provides for fees to be awarded under SC Code §56-28-50.

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<sup>3</sup> Mr. Martin confirmed the warranty on Ms. West's vehicle as being 3 years/36,000 miles. Deposition of Martin pp. 106:1-6.

<sup>4</sup> 15 U.S.C §2310(a)(3)(C), commonly known as the Magnuson-Moss Warranty Act, allows this decision to be entered as evidence. "In any civil action arising out of a warranty obligation and relating to a matter considered in such a procedure, any decision in such procedure shall be admissible in evidence."

The nonconformities about which Ms. West complains are also present in other American Honda vehicles. Ms. West has discovered other people's complaints. (Exhibits 38, 39, and 40.) East Coast Honda admits that it has worked on many American Honda vehicles which have the same problems as Ms. West's vehicle. Deposition of Martin pp. 53-55; 130-131. There are even class action suits on these issues.<sup>5</sup>

### DEFENSES

Ms. West is not entitled to a refund or replacement if the nonconformity does not substantially impair the motor vehicle's use, market value, or safety or if the nonconformity is the result of abuse, neglect, or modification or alteration of the motor vehicle by the consumer. SC Code §56-28-40.

Ms. West states in her affidavit that she has been and still is concerned about the use, value, and safety of the vehicle since significant warning lights randomly turn on while she is driving. East Coast Honda agrees that the defects and conditions in the vehicle affect the safety of the vehicle. Deposition of Martin pp. 45-53,108.

Ms. West states she has not abused, neglected, modified, altered, or damaged the vehicle. This is confirmed by East Coast Honda. Deposition of Martin pp. 40-41.

American Honda has not provided any evidence that the nonconformities do not substantially impair the motor vehicle's use, market value, or safety nor has it shown Ms. West abused, neglected, modified or altered the vehicle. Thus, American Honda does not have a defense to this cause of action.

### DAMAGES

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<sup>5</sup> The Honda CR-V Collision Avoidance System Class Action Lawsuit is *Cadena, et al. v. American Honda Motor Co. Inc.*, Case No. 2:18-cv-04007-MWF-PJW, in the U.S. District Court for the Central District of California. The Honda CR-V Sensing Defect Lawsuit is *Phylistene Ward v. American Honda Motor Co., Inc., et. al.* Case No. 2:20-cv-00511, in the U.S. District Court for the Central District of California. Ms. West is not a part of either action.

The Lemon Law sets forth the formula to be used to determine the repurchase price Defendant has to pay:

...refund to the consumer the full purchase price as delivered including applicable finance charges, sales taxes, license fees, registration fees, and any other similar governmental charges, less a reasonable allowance for the consumer's use of the vehicle... A reasonable allowance for use must be that amount directly attributable to use by the consumer before his first report of the nonconformity to the manufacturer, agent, or dealer, and must be calculated by multiplying the full purchase price of the vehicle by a fraction having as its denominator one hundred twenty thousand and having as its numerator the number of miles that the vehicle traveled before the first report of nonconformity.

SC Code §56-28-40

The Repurchase Price formula looks like this:

**Full Purchase Price - Reasonable Allowance For Mileage = Repurchase Price**

The formula for “Reasonable Allowance For Mileage” looks like this

$$\text{Full Purchase Price} \times \frac{\text{Mileage Attributable To Customer At First Report Of Nonconformity}}{120,000} = \text{Mileage Deduction}$$

In this matter, the formula looks like this:

Down payment	\$ 1,363.73
Monthly payments	\$21,390.00
Payoff balance	<u>\$11,954.84</u>
<b>Full Purchase Price As Delivered</b>	<b>\$34,708.57</b>

Reasonable Allowance For Mileage:

$$34,708.57 \times \frac{(1705-13)}{120,000} = 489.39$$

Repurchase Price Formula:

$$34,708.57 - 489.39 = 34,219.18$$

Under the Lemon Law, American Honda currently owes Ms. West \$34,219.18 as well as her costs and attorney’s fees. The final damage amount continues to increase as the interest owed to the credit union continues to increase. Until the Court finds for Ms.

West, her claim for attorney's fees cannot be resolved. Once a determination is made, Ms. West will file her motion for attorney's fees and costs. There are other damages claimed under the other causes of action, but the Lemon Law does not allow for those damages.

### CONCLUSION

Ms. West has been trying to resolve this matter for over almost four years. American Honda has delayed resolving this matter by ignoring her, rejecting her requests for a repurchase, and demanding she give up more money and more rights than the law allows. Ms. West asks the Court to find in her favor on her Lemon Law cause of action, award her \$34,219.18. She further requests that her petition for attorney's fees be heard by the Court to include all fees and costs incurred and to allow the remainder of the case to go forward against American Honda.

**C. STEVEN MOSKOS, P.A.**  
**Attorney for Plaintiff**

BY: s/C. Steven Moskos  
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Charleston, South Carolina  
January 22, 2021

1 STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
2 COUNTY OF HORRY ) FIFTEENTH JUDICIAL CIRCUIT  
3 ) CASE NO: 2018-CP-26-6346  
4 TAMMY BATTEN WEST, )  
5 )  
6 Plaintiff, )  
7 vs. )  
8 )  
9 AMERICAN HONDA MOTOR )  
COMPANY, INC., )  
Defendant. )  
----- )

**EXHIBIT A**

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The 30(b)(6) deposition of KIRT CAHILL, taken before Lori Webber, Professional Court Reporter and Notary Public, at East Coast Honda, 8756 US Highway 17 Bypass South, Myrtle Beach, South Carolina, on Tuesday, October 27, 2020, commencing at 10:11 a.m.

1           A       And then parts director over Piedmont Honda and  
2 Piedmont Chrysler Jeep Dodge Ram, which is the same  
3 vicinity.

4           Q       Okay.

5           A       And then in 2006, moved to East Coast Honda.

6           Q       Doing what?

7           A       Controller.

8           Q       What's a controller?

9           A       Basically does everything. I mean, anything  
10 from plunging the toilets to signing paychecks.

11          Q       What do you do as a principal part of your job?

12          A       Right now I'm the general manager.

13          Q       Well as a controller.

14          A       Correct. As a controller you look through the  
15 books, you verify everything's correct when it comes to  
16 each department, you submit the financial statement to  
17 manufacturers.

18          Q       Is it an accounting job?

19          A       Yeah; correct.

20          Q       Okay. All right; so how long were you  
21 controller?

22          A       Still currently controller and general manager.

23          Q       When did you get the general manager's  
24 position?

25          A       2016.

1 Melissa DeMarco and Michael McCauley. There's two  
2 different salespeople on this.

3 Q Did you speak with him?

4 A I have not spoken to him.

5 Q How about Ms. DeMarco?

6 A I have not.

7 Q Are either of them still employed here?

8 A Michael McCauley is.

9 Q What is the vehicle that Ms. West, Tammy,  
10 bought and the date that she bought it?

11 A It's a 2017 CR-V EX-L two-wheel drive. She  
12 purchased it on March 4th, 2017.

13 Q And how many miles were on that vehicle when  
14 she bought it?

15 A Sorry; give me just a second. 13 miles.

16 (Whereupon, Plaintiff's 2 and 3 were  
17 received and marked for identification.)

18 BY MR. MOSKOS:

19 Q I'm going to show you Plaintiff's Exhibit Nos.  
20 2 and 3, which are the affidavits & notification of sale  
21 of motor vehicle. And does that indicate how many miles  
22 were on the vehicle at the time of the sale?

23 A It does.

24 Q And that's 13 listed on there?

25 A Correct.

1 Q Can you explain to me why there are two  
2 affidavits & notification of sale of motor vehicle?

3 A I do know originally she had signed up -- or  
4 she was planning on financing, and then she came in and we  
5 -- she came in with outside financing, so we may have  
6 redone 'em.

7 Q Okay. Do you have any independent recollection  
8 of why there would be two, or that's just your supposition  
9 that she came in and changed up the financing?

10 A Yeah, I'm not sure why there would be two.

11 Q Okay. So we have marked Exhibit --

12 A But according to your records, these aren't  
13 signed.

14 Q What does that mean?

15 A Well I mean these aren't signed, so I don't  
16 understand why --

17 Q When you say they're not signed, by somebody  
18 from the dealership?

19 A Correct.

20 Q Okay. How many do you have in your deal  
21 jacket? How many affidavits do you have in there?

22 A Yeah, I only see -- I mean, there's other  
23 copies, but I only see one that has got the ending in 026.

24 Q Okay. So you have what's identified as  
25 Plaintiff's Exhibit No. 2.

1           A       Uh-huh (witness indicated an affirmative  
2 response).

3           Q       But you have gone through the entire file that  
4 y'all have, and you do not see Exhibit No. 3.

5           A       That's correct.

6           Q       Okay.

7           A       But there's not anything different on either  
8 one of 'em.

9           Q       Correct. The mileage is still 13 miles at the  
10 time of sale.

11          A       Correct.

12                               (Whereupon, Plaintiff's 4 was received  
13                               and marked for identification.)

14 BY MR. MOSKOS:

15          Q       Take a look at what I'm marking as Exhibit  
16 No. 4. Have you seen this document before?

17          A       No, this document's not in our file.

18          Q       Are you familiar with the 2017 CR-V model?

19          A       I am.

20          Q       And is a 2017 Honda CR-V design used and  
21 maintained for the transportation of 10 or fewer people?

22          A       10 or fewer? Fewer than 10, yes.

23          Q       Okay. And is this a vehicle, the 2017 Honda  
24 CR-V, normally used for personal or family purposes,  
25 household-type purposes?

1 A Is it normally used for that? Yes.

2 Q And when it's sold new through your dealership,  
3 it comes with a manufacturer's express warranty?

4 A That's correct.

5 Q And the particular 2017 Honda CR-V that was  
6 sold to Tammy, was that sold as a new vehicle?

7 A It was a new vehicle.

8 Q And it came from American Honda with the same  
9 kind of warranty that all the other vehicles y'all sell  
10 come with.

11 A Yes, sir.

12 Q Did East Coast Honda buy the CR-V from American  
13 Honda? Did y'all buy it directly from them?

14 A We did.

15 Q And is American Honda's warranty regarding the  
16 navigation/GPS/infotainment system 3 years/36,000 miles?

17 A That's correct.

18 Q Whichever comes first.

19 A That's correct.

20 Q Now, is American Honda allowed to sell vehicles  
21 directly to consumers in South Carolina?

22 A I can only speak to my knowledge. The best of  
23 my knowledge, they are not.

24 Q And so American Honda has to sell cars to its  
25 franchisees like East Coast Honda in order for those kind

1 of vehicles to be sold to consumers in South Carolina.

2 MR. OXNER: I'm going to object to any  
3 questions about what American Honda can do. He's here to  
4 testify about East Coast Honda.

5 MR. MOSKOS: I understand.

6 BY MR. MOSKOS:

7 Q What is your understanding? Did I say it  
8 right? American Honda has to sell cars to you so that you  
9 can sell Hondas to the public as opposed to American Honda  
10 selling directly to consumers. That's a fair statement;  
11 isn't it?

12 A I mean, typically Honda sells to dealers and  
13 dealers sell to the public.

14 Q Are you aware of anyplace in South Carolina  
15 where American Honda sells directly to individuals,  
16 consumers?

17 A I'm not aware of any, no.

18 Q Okay. So, just to be clear, are you able to  
19 testify today as to any of the service issues that Tammy  
20 had with her vehicle, or is that better left to  
21 Mr. Martin?

22 A Well we've already established that I don't  
23 have technical service experience or education. The only  
24 thing I can testify is what transpired as far as picking  
25 up her vehicle and stuff like that, I can testify to that.

1 Q Obviously a corporation can't talk. It's  
2 really a piece of paper. So the company has put you in  
3 this chair to answer questions that I ask as if I'm asking  
4 the company to speak. Do you understand that?

5 A Yes, sir.

6 Q Okay. So when I say "you," generally I'm  
7 talking about East Coast Honda or Apex Automotive. Okay;  
8 I just want to be clear about that. Not you necessarily  
9 personally, but you as in the company. Do you understand  
10 that?

11 A Yes, sir.

12 Q Okay. Does Apex or East Coast Honda -- I'm  
13 going to say East Coast. Does East Coast have any  
14 information that Tammy was involved in any sort of  
15 accident regarding this vehicle?

16 A No, we do not.

17 Q Does East Coast have any evidence that Tammy  
18 modified or altered the CR-V in any way that is causing  
19 the problems that she is complaining about?

20 A No, we don't.

21 Q Does East Coast Honda have any evidence that  
22 Tammy has abused, neglected, or failed to maintain the  
23 CR-V that she owns?

24 A No, we do not.

25 Q And if East Coast Honda knew about any of these

1 events -- misuse, abuse, neglect, modification of the  
2 vehicle -- you would tell me today; right?

3 A Yes, we would.

4 Q Now when people buy vehicles from East Coast,  
5 do you distribute -- "you" being East Coast -- distribute  
6 the warranty information to -- American Honda's warranty  
7 information that comes with the car, do you distribute it  
8 to the retail purchaser?

9 A We do.

10 Q And does American Honda require its dealers to  
11 repair cars under American Honda's warranty?

12 A Yes.

13 Q And does American Honda have control over or  
14 maybe input into where its dealers locate its dealership,  
15 the Honda dealership, or can you just simply put it  
16 anywhere you want?

17 A No, they do specify where you can be.

18 Q Does American Honda have any control over or  
19 input into the price that East Coast charges for the  
20 vehicles it sells?

21 A You said input or control?

22 Q Yeah.

23 A Yeah, they do have input.

24 Q Okay. And does American Honda have control  
25 over or input into where and how dealers use American

1 Honda's logos?

2 A Yes.

3 Q And does American Honda through its website  
4 provide access to its dealer's, East Coast, inventory?

5 A Yes.

6 Q And does American Honda require its dealers to  
7 report sales data?

8 A Yes.

9 Q Does American Honda require its dealers to  
10 report service data?

11 A Yes.

12 Q Why does American Honda require both sales and  
13 service data to be reported? Do you know?

14 A I mean, obviously they need to know what was --  
15 you know, what vehicles are sold on what day, when they  
16 were repaired.

17 Q Okay. Does American Honda require its dealers  
18 to maintain an internet connection with American Honda?

19 A An internet connection with American Honda.

20 Q Yeah. Do y'all have to connect to American  
21 Honda's computer system?

22 A We have to connect to the interactive network,  
23 yeah. I mean, the way it's worded is a little weird.  
24 They have a website we go to and we connect on; correct.

25 Q And you're required to be a part of that.

1 A Correct.

2 Q Does American Honda require its dealers to  
3 participate in American Honda sponsored training?

4 A Yes.

5 Q Does American Honda require its dealers to  
6 submit to testing and certification of its sales staff?

7 A Yes.

8 Q Does American Honda require its dealers to  
9 submit to testing and certification of service staff?

10 A Yes.

11 Q Service department. Does American Honda  
12 require its dealers to participate in customer  
13 satisfaction surveys?

14 A Yes.

15 Q Does American Honda requires its dealers to  
16 follow rules and policies set by American Honda for the  
17 sales department?

18 A Yes.

19 Q Does American Honda require its dealers to  
20 follow rules and policies set by American Honda for the  
21 service department?

22 A Yes.

23 Q Does American Honda require its dealers to use  
24 original parts from American Honda to repair vehicles  
25 under warranty?

1 A Yes.

2 Q Does American Honda require its dealers to  
3 purchase specialty tools from American Honda?

4 A Yes.

5 Q Does American Honda require its dealers to  
6 submit to audits and site visits by American Honda?

7 A Yes.

8 Q Does American Honda require its dealers to use  
9 American Honda's software? Do y'all get software from  
10 American Honda?

11 A Like update software or --

12 Q No, no. Like for your sales computers, service  
13 computers, that kind of stuff.

14 A No. I mean, other than using their -- like  
15 logging in to what they call the interactive network, but  
16 that's not to do with sales or service or customer-facing  
17 stuff. No, they don't require that.

18 Q Okay. Does American Honda require its dealers  
19 to obtain authorization from American Honda before doing  
20 repairs under warranty?

21 A No.

22 Q Under any circumstances.

23 A Certain circumstances they do.

24 Q Such as?

25 A I can't speak to the exact. Over a certain --

1 after a certain -- if it's like a transmission repair or  
2 an audio unit, certain things like that, they do require  
3 you submit special documentation.

4 Q What kind of special documentation?

5 A You just have to submit like the repair order  
6 number, the VIN, the mileage. Stuff like that.

7 Q Do you know why you have to submit that as  
8 opposed to changing a water pump and not having to submit  
9 that documentation?

10 A Probably the value of what you're repairing.

11 Q And the audio includes the computer system  
12 that's in the dash dealing with the GPS and the audio and  
13 the nav system?

14 A Typically it's not the speedometer area. It'd  
15 be the right side just to do with -- some vehicles have  
16 the navigation, like audio/nav units; correct.

17 Q Okay. If a customer was having problems with  
18 the computer systems running the dash, would that have to  
19 get special authorization?

20 A Matt would be more apt to answer that. To the  
21 best of my knowledge, no.

22 Q Does East Coast Honda have to get authorization  
23 from American Honda to do repairs under warranty when the  
24 vehicle has come back a second or third or fourth time for  
25 the same problem?

1           A       We don't have to get authorization.  Sometimes  
2 we do call a tech line to get advice and opinions.

3           Q       Is there ever any concern that American Honda  
4 won't pay for a warranty repair when a vehicle comes in a  
5 second, third, or fourth time?

6           A       No.

7           Q       Does American Honda require its dealers to use  
8 banners and other advertising material from American Honda  
9 inside and outside the building?

10          A       They send banners.  We're not required to -- I  
11 mean, certain -- are we talking about specifically  
12 anything?  Service, parts, sales?

13          Q       All of it.

14          A       Okay.  I mean, we've only been required on  
15 certification.  We have to have a designated area where  
16 our certified used cars are.  Other than that, there's not  
17 a requirement.

18          Q       Okay.  But they do send you banners and other  
19 advertising material that you can use.

20          A       Correct.

21          Q       Do you have to pay for that?

22          A       Yes.

23          Q       Does American Honda require its dealers to use  
24 forms that come from American Honda, either invoices, part  
25 orders, anything?

1 A Some forms, yes.

2 Q What kind of forms?

3 A Like -- trying to think right now. There's a  
4 checklist when you sell a car, now there's a checklist  
5 that you do that they require us to use.

6 Q Do y'all do CPO cars, certified pre-owned cars?

7 A Yeah, there's a CPO checklist, as well;  
8 correct.

9 (Whereupon, Plaintiff's 5 was received  
10 and marked for identification.)

11 BY MR. MOSKOS:

12 Q How about anything like Exhibit No. 5, which is  
13 the buyer's order.

14 A Correct; no, that's not required by them.

15 Q Okay. Do they have any forms in the service  
16 department that you're required to use?

17 A Multipoint inspections, they prefer that.  
18 You're not required to use their form, but they do prefer  
19 their form.

20 Q Does American Honda provide technical service  
21 bulletins to dealers to help explain how to repair Honda  
22 vehicles to American Honda's standards?

23 A They do.

24 Q Does American Honda require dealer mechanics to  
25 follow the directions in those technical service

1 bulletins?

2 A Yes, they do.

3 Q And does American Honda provide service  
4 messages to its dealers?

5 A Yes.

6 Q And does American Honda provide vehicle history  
7 data regarding repairs to customers' vehicles?

8 A Yes.

9 Q And does American Honda provide troubleshooting  
10 services to its dealers?

11 A You'd have to expand on that.

12 Q Sure. If a mechanic's having a problem fixing  
13 a car, are they supposed to contact American Honda for  
14 help?

15 A Yes.

16 Q When a customer brings in a vehicle for  
17 warranty repairs, does American Honda send out an American  
18 Honda employee to actually make those repairs on a  
19 day-to-day basis?

20 A No.

21 Q So who performs the repairs under American  
22 Honda's warranty?

23 A Technicians.

24 Q That work for East Coast?

25 A Yeah, dealer technicians; uh-huh (witness

1 indicated an affirmative response).

2 Q Okay. And so American Honda is expecting your  
3 technicians, East Coast Honda's technicians, to repair the  
4 vehicles up to American Honda's standards.

5 A Correct.

6 Q And American Honda has training to help those  
7 mechanics bring the vehicle up to those standards.

8 A Correct.

9 Q And the technicians are required to take that  
10 training?

11 A Yes.

12 Q And that's required by American Honda?

13 A That's correct.

14 Q Does American Honda have requirements regarding  
15 sign size, height, or information that's on it?

16 A Yes.

17 Q Does American Honda prescribe the accounting  
18 procedures East Coast has to use?

19 A Yes.

20 Q And that would be similar to what other Honda  
21 dealers have to do, too.

22 A Correct.

23 Q Does American Honda require East Coast Honda to  
24 do a predelivery inspection?

25 A Yes.

1 Q Now when your mechanics are taking this  
2 training, American Honda tests and certifies both the  
3 sales and the technical personnel at the dealerships;  
4 right? American Honda tests them and gives them  
5 certifications.

6 A Correct. I mean, you're saying at the  
7 dealership. Nobody comes into the dealership and tests  
8 us. I mean, it's all done online or we have to go to  
9 their facilities; correct.

10 Q Right. But American Honda provides the  
11 training.

12 A Correct.

13 Q American Honda tests the mechanics, and I'm  
14 assuming some salespeople.

15 A Correct.

16 Q Or they go to an appropriate program.

17 A Correct.

18 Q And then American Honda certifies your  
19 mechanics to be able to work on Honda vehicles under  
20 warranty.

21 A Correct.

22 Q On behalf of American Honda. Right? I mean,  
23 American Honda --

24 A American Honda pays us to work on their  
25 vehicles. I mean, to cover the warranty; correct.

1 Q Right. And American Honda is using your  
2 technicians to fulfill their obligations under American  
3 Honda's warranty.

4 A I mean, yeah.

5 Q Okay. So American Honda provides dealers with  
6 computers that can display the repair and title history of  
7 most American Honda cars; is that true?

8 A Supplies the information? I mean, we buy our  
9 own -- I mean, they don't supply any computers.

10 Q Okay. So you buy your own computers, but they  
11 provide the information about how the vehicle's been  
12 repaired, where it may have been before it came here,  
13 other dealerships or other locations.

14 A Correct. I mean, at this time in 2017, they  
15 would provide any repair information to do with warranty,  
16 not any additional information.

17 Q You're saying they would only provide  
18 information for repairs that were done under a warranty.  
19 If somebody went to a non-Honda location or their vehicle  
20 was out of warranty but fixed at a Honda location, Honda  
21 would not have that information.

22 A That's correct.

23 Q Okay. American Honda requires dealers to  
24 consult with American Honda before the dealership can void  
25 any warranties?

1           A       Yeah, we don't have any control over voiding  
2 warranties.

3           Q       Right. But if somebody came in with a vehicle  
4 that's in the warranty period, but that vehicle had been  
5 wrecked and your mechanic said, "Hey, this isn't a  
6 manufacturer's problem; this is because of a wreck," the  
7 mechanic or the service director can't just simply say,  
8 "We're not fixing it." They gotta contact American Honda  
9 and let American Honda decide.

10          A       I mean, if it's clear that there's been damage,  
11 we would take the customer out there, we would show them  
12 there's damage.

13          Q       So y'all would make that decision.

14          A       As far as if something's covered under  
15 warranty?

16          Q       Yeah.

17          A       Correct.

18          Q       Okay. American Honda requires dealers to  
19 notify it whenever a car is put into warranty service.

20          A       That's correct. Let me clarify the previous  
21 statement. We don't void warranties, though. I'm talking  
22 about a specific component. Like if a specific component  
23 is damaged, and clearly damaged by the fault of the  
24 customer or by an accident or something like that, we  
25 would say, "This part is not covered under warranty

1 because of this." We're not in the business of voiding  
2 warranties or anything like that. I just want to be clear  
3 on that.

4 Q Sure. And if a customer continued to press the  
5 issue, "No, it's a warranty problem, it's a warranty  
6 problem, fix it. Tell American Honda to pay for it,"  
7 whatever, you would not get in the middle of that, you --

8 A We would refer them to American Honda; correct.

9 Q And American Honda would make that decision.

10 A That is correct.

11 Q Okay. What can you tell me about the sale of  
12 this vehicle, the CR-V, to Tammy?

13 A I mean, other than the documents, that's really  
14 all I can speak to.

15 Q Have you ever met with Tammy or her husband?

16 A During the arbitration I was in there with her.  
17 Other than that, I have not.

18 Q And you're talking about the Better Business  
19 Bureau or National Center for Dispute Settlement, NCDS?

20 A It was NCDS, I believe, yeah.

21 Q Okay. So the fellow that came here as an  
22 arbitrator, you sat in on the process. And that's the  
23 only contact you've had with Tammy; is that right?

24 A Correct; other than -- me and her talking;  
25 that's correct, yes.

1 Coast customer.

2 Q Has anybody else complained about a 2017 CR-V  
3 having the problems Tammy's complained about?

4 A To the best of my knowledge -- to that specific  
5 vehicle or --

6 Q Yeah.

7 A No. I mean, not that I know of.

8 Q Are there any other models that people are  
9 complaining about that have similar issues that Tammy's  
10 complaining about?

11 A We have had complaints, you know, with the  
12 actual -- you know, the mitigation system as you would  
13 say. We've had complaints about those; correct.

14 Q Okay. What kind of vehicle?

15 A I mean, to be honest with you, it would all be  
16 speculation. I just know we've had complaints.

17 Q Okay.

18 A And sorry to go back to the other question, but  
19 again, we're the number one Honda store in South Carolina.  
20 We're different than any other dealer.

21 Q If Tammy had come back in here and said, "Look,  
22 this thing's acting up. It's really a defective car.  
23 Here's my proof," and was able to show it, would East  
24 Coast buy this vehicle back from her?

25 A We'd never buy the vehicle back. That's not in

1 our realm. We don't buy vehicles back.

2 Q So the answer is East Coast Honda would not  
3 have purchased this vehicle back if Tammy had asked it to.

4 A Apparently if she's had continuous problems,  
5 that would be a Lemon Law. She would need to contact  
6 American Honda customer relations for that.

7 Q Let me just make sure I nail this down, because  
8 I don't want any issues later. If Tammy had come in to  
9 the dealership and said, "Hey, this vehicle's  
10 malfunctioning. Y'all can't get it right, I want my money  
11 back," what would have been the answer from East Coast  
12 Honda?

13 A If she wants a full refund?

14 Q Yes, sir.

15 A I mean, it would go through American Honda.

16 Q Okay. So would East Coast have given Tammy  
17 back her money?

18 A No.

19 Q Mr. Cahill, is there anything else you can tell  
20 me about this transaction, what happened in the sales  
21 department, service department, financing? Anything else  
22 that you can tell me about?

23 A No.

24 Q Okay.

25 MR. MOSKOS: I guess it's Mr. Martin's

1 STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
2 COUNTY OF HORRY ) FIFTEENTH JUDICIAL CIRCUIT  
3 ) CASE NO: 2018-CP-26-6346  
4 TAMMY BATTEN WEST, )  
5 )  
6 Plaintiff, )  
7 vs. )  
8 )  
9 AMERICAN HONDA MOTOR )  
COMPANY, INC., )  
Defendant. )  
----- )

**EXHIBIT B**

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The 30(b)(6) deposition of MATT MARTIN, taken before Lori Webber, Professional Court Reporter and Notary Public, at East Coast Honda, 8756 US Highway 17 Bypass South, Myrtle Beach, South Carolina, on Tuesday, October 27, 2020, commencing at 11:29 a.m.

1 was like a salary.

2 A We get salary and commission, yes. We get a  
3 set pay, plus commission. So same thing, different  
4 percentages.

5 Q All right. So was the idea to move to East  
6 Coast because the money was more stable, or it was higher,  
7 higher pay; what was it?

8 A It was stable with more opportunity.

9 Q So you moved over to East Coast and started as  
10 what?

11 A Service advisor.

12 Q How long were you at that position?

13 A Up until this year, 2020. Well actually, let's  
14 see, hold on. In August of last year I was assistant  
15 service manager.

16 Q And when did you become the service manager?

17 A January 1st.

18 Q Any other jobs or occupations or employment  
19 other than what we've already talked about?

20 A Other than working at a restaurant when I was  
21 15, that's it.

22 Q Okay. Are you currently married?

23 A Yes.

24 Q First marriage, second?

25 A Second.

1 Q You didn't talk to him.

2 A I did not.

3 Q Any particular reason?

4 A No reason.

5 Q Okay.

6 A There's also Tammy that was involved in this,  
7 as well. She's no longer employed here, either.

8 Q How about Ms. DeMarco; did you talk to her?

9 A No.

10 Q Okay. I'm going to try and go through some of  
11 these. I have copies, so hopefully you can help me out.  
12 Can you provide any information regarding the sales  
13 process in this transaction?

14 A No.

15 Q Have you ever sold cars before?

16 A No, sir.

17 Q Do you know anything about the sales process at  
18 this dealership?

19 A No, sir.

20 (Whereupon, Plaintiff's 6 was received  
21 and marked for identification.)

22 BY MR. MOSKOS:

23 Q Let me show you what's been marked as Exhibit  
24 6. It says "summary history display". What is this?

25 A This is a -- basically the history of the

1 vehicle with the R/O number -- repair order number --  
2 date, and miles, and the labor operation assigned to the  
3 customer's complaint.

4 Q And who retains this information?

5 A The service department.

6 Q And is this in your computer only, or does it  
7 come from American Honda?

8 A It is only in our system.

9 Q All right.

10 A I will say that the history is reported.

11 Q So American Honda has this information; but  
12 this particular document, Exhibit 6, comes from your  
13 computer.

14 A Yes.

15 Q All right. But the information that is on  
16 Exhibit 6, is that relayed to American Honda?

17 A No.

18 Q This is not.

19 A This is East Coast history.

20 Q Okay. And this particular summary history is  
21 dated August 29, 2018. It says here that there are total  
22 R/Os. I assume that's repair orders?

23 A Correct.

24 Q There are 12 of them; is that right?

25 A Correct.

1 Q And it says "total service days 58."

2 A Correct.

3 Q Okay. And what does that mean, total service  
4 days?

5 A I don't know.

6 Q What do you mean you don't know?

7 A Specifically, I think that would be the total  
8 days that the repair order was open; but I would have to  
9 check on that. So if a repair order was open two days, it  
10 would add up.

11 Q So that would be the total service days that  
12 the vehicle was in for service with East Coast.

13 A Those repair orders are open, yes.

14 Q Okay. So can we agree that 58 days is the days  
15 out of service that this vehicle would have experienced?

16 A No, because this is -- I would say it was 73.

17 Q Excuse me; as of --

18 A 8/29.

19 Q '18

20 A Oh, 2018; yes, I'm sorry.

21 Q Okay. So that brings me to the next thing,  
22 which is you have provided me today with a summary history  
23 display that's actually two pages. And unfortunately, I  
24 don't have another copy or I'd make it an exhibit. You  
25 just have originals; right? You don't have a copy for

1 yourself.

2 A I don't.

3 Q So let's talk about this. You have in front of  
4 you a document that's dated 8/25/2020.

5 A Correct.

6 Q And it says "summary history display." And the  
7 formatting is the same as Exhibit No. 6, except it's later  
8 and it has some handwriting on it; right?

9 A Correct.

10 Q All right. And this says there are 19 R/Os and  
11 the total service days is 73; is that correct?

12 A Correct.

13 Q And so as of August 25, 2020, the vehicle was  
14 out of service for 73 days. Is that correct?

15 A That would be how long the days are -- the  
16 repair order's open. Maybe not the vehicle-out-of-service  
17 days. Are you referring to her having the vehicle or not  
18 having the vehicle?

19 Q Not having the vehicle.

20 A That wouldn't be correct, because there's an  
21 oil change here that would open up a repair order where  
22 she would still have the vehicle.

23 Q Okay. Did she have oil changes done at the  
24 same time other work was being done?

25 A On some repair orders, yes.

1           A       It's possibly where it's filed. The box where  
2 the file's stored.

3           Q       Okay. And then number 9 says "not in there."  
4 Do you know what that means, "not in there question mark"?

5           A       No.

6           Q       The next page, "can't get box." What does that  
7 mean?

8           A       I don't know.

9           Q       Have you seen this before?

10          A       I was looking for the copy. I think I have  
11 seen that, yes. I was looking. Oh yeah, right here; yes,  
12 I've seen it. I don't know if I've seen that. What page  
13 is that?

14          Q       I think this is the third page.

15          A       Yes; uh-huh (witness indicated an affirmative  
16 response).

17          Q       Do you know what "can't get box" means?

18          A       Possibly -- I don't know. I don't know what  
19 she meant by that.

20          Q       Well how about this: Do we have all the  
21 records for this vehicle's repair?

22          A       We do.

23          Q       Okay. And on the document that you printed off  
24 for us today, it says "total service days as of August 24,  
25 2020, 73." Right?

1 A Yes.

2 Q All right. And when East Coast Honda's working  
3 on vehicles, does American Honda require y'all to use its  
4 policies or procedures in doing warranty repairs?

5 A I'm sorry; can you say the question again?

6 Q Sure. When East Coast Honda's service  
7 technicians are doing work under American Honda's  
8 warranty.

9 A Uh-huh (witness indicated an affirmative  
10 response).

11 Q Does American Honda require the technicians to  
12 follow American Honda's procedures for doing those  
13 warranty repairs?

14 A No.

15 Q Okay. So the technician can do just whatever  
16 he wants to do to fix the car?

17 A Yes.

18 Q Does American Honda have procedures that are  
19 supposed to be used or does it have procedures to repair  
20 vehicles?

21 A Yes.

22 Q If a vehicle is being repaired pursuant to a  
23 technical service bulletin, a TSB, is the mechanic  
24 required to follow that TSB procedure?

25 A Yes.

1 Q Can he deviate from that procedure?

2 A No.

3 Q What kind of rules or policies does American  
4 Honda have for the service department that East Coast has  
5 to follow?

6 A The only -- the policies that we have to follow  
7 are as far as submitting warranties, we submit those  
8 warranties claims to Honda; but we can pretty much, you  
9 know -- we have policies in place for CSE and that sort of  
10 thing.

11 Q For what?

12 A For customer surveys. We have guidelines to  
13 meet when it comes to customer surveys.

14 Q American Honda requires y'all to do those  
15 surveys; right?

16 A That's correct; yes.

17 Q If you're doing a warranty repair on an  
18 American Honda vehicle, can you just simply go down to Pep  
19 Boys or Advance Auto Parts and grab one of those parts and  
20 put it on the vehicle?

21 A No. We do have policies where you have to use  
22 factory Honda parts on warranty repairs.

23 Q And that's required by Honda; right?

24 A Yes.

25 Q And Honda has some specialty tools it requires

1 y'all to purchase in order to do the repairs.

2 A Yes.

3 Q If a vehicle comes in for a problem, does East  
4 Coast have to contact American Honda before it does its  
5 initial warranty repair?

6 A I'm sorry; one more time.

7 Q Sure. If somebody has a vehicle that's covered  
8 by American Honda's warranty.

9 A Uh-huh (witness indicated an affirmative  
10 response).

11 Q And it's coming in for the first time for that  
12 repair, does East Coast have to contact American Honda to  
13 get authority to do that repair?

14 A No.

15 Q If a customer brings in a vehicle a second time  
16 for the same problem, does East Coast have to get  
17 authority from American Honda to work on that vehicle?

18 A No.

19 Q How about a third time for the same problem?

20 A No.

21 Q Are there any number of repairs for a similar  
22 problem that East Coast has to get authority from American  
23 Honda before it can work on a vehicle?

24 A No.

25 Q And do you agree with Mr. Cahill that East

1 Coast can't void American Honda's warranties without  
2 American Honda's approval?

3 A Yes, I agree with that.

4 Q Or even a better way to say it is only American  
5 Honda can void the warranties, East Coast cannot.

6 A Yes.

7 Q Okay. And you understand that American Honda  
8 expects you to tell it if you find any sort of abuse,  
9 neglect, damage, that is not factory related if somebody's  
10 come and wanting American Honda to fix it under their  
11 warranty.

12 A That's correct.

13 Q Okay. In the process of dealing with Tammy's  
14 vehicle, are you aware of any information where East Coast  
15 has provided to American Honda any information at all that  
16 Tammy abused the vehicle?

17 A No abuse, no.

18 Q Are you aware of any information or  
19 communications between East Coast and American Honda where  
20 East Coast told American Honda that Tammy had misused the  
21 vehicle?

22 A No.

23 Q Where she altered the vehicle?

24 A I only have one repair order that was current  
25 that states -- regularly current that there was some

1 damage to a fender and dirt on the radar.

2 Q Did you physically see that?

3 A I did not.

4 Q Okay; so you're only going by what's on the  
5 paperwork.

6 A Correct.

7 Q Okay. But are you aware of any information  
8 where East Coast informed American Honda in any manner --  
9 e-mail, text, over the phone -- that Tammy altered this  
10 vehicle in any way?

11 A No.

12 Q Where she neglected this vehicle in any way?

13 A No.

14 Q Has East Coast provided American Honda any  
15 information that would indicate that the problem with  
16 Tammy's vehicle was something that she did or caused?

17 A Not that I'm aware of.

18 Q Okay. Can you tell me the complaints that  
19 Tammy had with her vehicle?

20 A Tammy had a few complaints about the warning  
21 lights, the mitigation, and the LKS lights coming on.

22 Q What's a LKS?

23 A Lane keep assist.

24 Q Anything else that you're aware of?

25 A Other than routine maintenance, that's it.

1 Q Okay. All right; in reviewing these documents  
2 and talking to the people in your department, did the  
3 employees at East Coast Honda believe Tammy when she  
4 complained that her 2017 CR-V was not acting properly?

5 A Yeah, I think they believed it.

6 Q Did East Coast Honda have any reason to believe  
7 Tammy was lying to East Coast employees when she would  
8 bring in the vehicle for warranty repairs?

9 A Not to my knowledge.

10 Q Was East Coast Honda able to confirm the  
11 nonconformities that Tammy complained about? Were they  
12 able to confirm that these malfunctions were actually  
13 happening?

14 A We were able to confirm diagnostic codes that  
15 would say that there was an issue.

16 Q Okay. And which nonconformities did East Coast  
17 confirm?

18 A We definitely confirmed that the DTCs were in  
19 the ECM, which is the electronic control module.

20 Q What is a DTC?

21 A Diagnostic trouble code.

22 Q Is a diagnostic trouble code supposed to come  
23 on if everything is working properly in a vehicle?

24 A No.

25 Q So the DTC only comes on when there's a

1 malfunction.

2 A Correct.

3 Q To your knowledge, was the 2017 CR-V designed  
4 so its computer systems would go out?

5 A I want to go back to the last question.

6 Q Yes, sir.

7 A I would add that some DTCs can be set for  
8 something as simple as a loose gas cap, which would not be  
9 a malfunction.

10 Q Was there any indication that a DTC in Tammy's  
11 vehicle was as a result of something like a gas cap?

12 A No.

13 Q Okay. So as far as Tammy's vehicle is  
14 concerned, when a DTC, diagnostic trouble code appeared,  
15 that indicated there was something wrong with the vehicle.

16 A Yes, sir.

17 Q And that would have been a manufacturing  
18 defect.

19 A Possibly, yes.

20 Q Well, if you didn't find that Tammy did  
21 anything to the vehicle -- altered it, misused it, abused  
22 it -- what else would there be other than a manufacturing  
23 defect?

24 A Yes, you're right; correct. A defect in a  
25 part.

1 Q Okay. So if we look at DTCs, diagnostic  
2 trouble codes for this vehicle, that would mean that there  
3 was a manufacturer's defect or something was happening in  
4 the vehicle that wasn't supposed to be.

5 A Correct.

6 Q Okay.

7 (Whereupon, Plaintiff's 8 was received  
8 and marked for identification.)

9 BY MR. MOSKOS:

10 Q Let me show you what is Plaintiff's Exhibit  
11 No. 8. Do you know what that is?

12 A Yes.

13 Q What is it?

14 A That is a adaptive cruise control warning  
15 indicator.

16 Q And what is adaptive cruise control?

17 A Adaptive cruise control would be the customer,  
18 the owner of the vehicle, can put it in cruise control  
19 without touching the gas pedal or brake pedal. It will  
20 brake for you and also accelerate to maintain that speed.

21 Q And what does it mean when there's a problem?

22 A This light is on.

23 Q Well, when the light comes on and it says  
24 "adaptive cruise control problem," what does that  
25 indicate?

1 A It could indicate a number of things.

2 Q Like?

3 A Faulty control unit, faulty sensor, faulty  
4 wiring.

5 Q Okay. And if that was not fixed, would this  
6 create a potential safety problem for the vehicle?

7 A Well that's -- it's possible. I mean, you  
8 could turn the cruise control off and it'd disable it so  
9 you could still drive the vehicle.

10 Q Okay. But if you're driving down the road --  
11 I'm going to represent to you that this is Tammy's car.

12 A Uh-huh (witness indicated an affirmative  
13 response).

14 Q Have you seen these before?

15 A Uh-huh (witness indicated an affirmative  
16 response).

17 Q I need you to say "yes" or "no."

18 A Yes.

19 Q Okay. So do you agree with me that at the time  
20 this picture was taken, there was 1,705 miles on the  
21 vehicle?

22 A Yes.

23 Q And do you remember her coming in and  
24 complaining about this shortly after this occurred?

25 A I don't remember. I can see it in the history,

1 yes.

2 Q Okay. And the adaptive cruise control is when  
3 you're driving down the road and you actually turn the  
4 cruise on; right?

5 A Correct.

6 Q Okay. So when this problem light comes up, do  
7 you know why it's actually there? Do you know why Honda  
8 puts it there to indicate that there's a problem?

9 A Yeah, sure. They put it there to let you know  
10 that the system's inoperative right now.

11 Q So if I was driving down the road and I had the  
12 cruise on and this light comes on, "adaptive cruise  
13 control problem," should I expect my vehicle to start  
14 slowing down?

15 A No.

16 Q I thought you just told me that this would  
17 indicate that the cruise was not on. Did I misunderstand  
18 something?

19 A Right. That would indicate that the adaptive  
20 cruise control would not work at the time. You're talking  
21 about if the light's on, would the vehicle physically slow  
22 down if that light came on? I don't know that answer.

23 Q Okay.

24 A I would have to research that.

25 Q What is this little light over here above the

1 7:11?

2 A That's the collision warning.

3 Q What does that mean?

4 A Basically, that would mean that there would be  
5 an issue if you were in -- the mitigation would stop the  
6 car for you if you were in a certain distance between you  
7 and another car. That warning light is indicating that  
8 that system is inoperative, as well.

9 Q So at this point if you were in traffic and you  
10 weren't paying attention, the vehicle's not going to  
11 operate as intended to slow you down if you got too close  
12 to a vehicle.

13 A Yes.

14 Q Is that a safety problem? Is that a safety  
15 issue?

16 A The warning lights are indicated to alert the  
17 customer of that.

18 Q Do you think that's a safety issue? When these  
19 lights come on, is this a safety issue?

20 A I think that it's a -- it is an issue. As far  
21 as safety if you're expecting it to work, it could be a  
22 safety issue, yes.

23 Q Okay.

24 (Whereupon, Plaintiff's 9 was received  
25 and marked for identification.)

1 BY MR. MOSKOS:

2 Q Let me show you Exhibit No. 9. Do you know  
3 what that is?

4 A Looks like the same picture with a slower  
5 speed.

6 Q And what's the problem being indicated?

7 A Collision mitigation system problem.

8 Q Explain that to me. What is a collision  
9 mitigation system?

10 A I stated before, it's a system that would  
11 actively brake the vehicle at a certain distance before  
12 hitting another vehicle or another object.

13 Q And when this light comes on as shown on  
14 Exhibit 9, does that indicate that the system is not  
15 working, or that it might turn on automatically? You  
16 know, you're driving down the interstate and this light  
17 pops on and you better watch out because you might hit the  
18 brakes? What does this indicate is happening to the  
19 vehicle?

20 A That system is inoperable.

21 Q So it's just not functioning at all.

22 A Correct.

23 Q And is that a safety issue?

24 A It could become one.

25 Q Have you ever sold cars before?

1 A No.

2 Q So you can't put any kind of values on  
3 vehicles, can you?

4 A No, sir.

5 (Whereupon, Plaintiff's 10 was received  
6 and marked for identification.)

7 BY MR. MOSKOS:

8 Q I'm going to show you what's marked as Exhibit  
9 No. 10. And this says 60 miles an hour road departure  
10 mitigation system problem. Can you tell me what that  
11 system is designed to do?

12 A This system is designed to keep the vehicle in  
13 the lane.

14 Q So if you're falling asleep or if you're not  
15 paying attention and you start to go outside your lane  
16 either way, it'll beep or make a noise, or will it correct  
17 for you?

18 A It will alert you to steer the vehicle and  
19 shake the steering wheel.

20 Q But it doesn't change the direction of the  
21 vehicle on its own. Is that correct?

22 A It does not.

23 Q Okay. So when this light shows up, "road  
24 departure mitigation system problem: Does that mean that  
25 the system is functioning or not functioning or it's

1 functioning but you're driving down the middle of the road  
2 and it's thinking you're running off the road? What's  
3 happening with this problem light?

4 A Basically means the system's inoperable.

5 Q It's just not working.

6 A Will not operate.

7 Q Is that a safety issue?

8 A It could potentially be one, yes.

9 Q Under what circumstances?

10 A If the customer, person driving the vehicle is  
11 expecting that to work with that light on, it could become  
12 a safety issue.

13 Q How so?

14 A It wouldn't warn them that they were going over  
15 the line. And let's talk about Exhibit No. 11.

16 (Whereupon, Plaintiff's 11 was received  
17 and marked for identification.)

18 BY MR. MOSKOS:

19 Q And let's talk about Exhibit No. 11. "Blind  
20 spot info system problem."

21 A Uh-huh (witness indicated an affirmative  
22 response).

23 Q What is the blind spot info system?

24 A So when the vehicle's backing up, there are two  
25 sensors mounted on each C pillar of the vehicle. Those

1 are mounted on the side of the vehicle in the rear of the  
2 car, and they indicate if there is oncoming traffic or an  
3 object.

4 Q Or a child.

5 A It depends. It does require -- there are  
6 certain parameters at certain speeds that it has to  
7 detect.

8 Q Okay. So this is you're driving down the road  
9 and if you're getting ready to move into another lane,  
10 this might warn you that somebody's in your blind spot and  
11 to be careful and not hit them.

12 A This system, yes.

13 Q And does this light coming on as shown on  
14 Exhibit No. 11, does that indicate that it's giving you  
15 false information? In other words, it's saying there's  
16 something there when it's not, or is it saying this system  
17 is not working?

18 A It's saying it's inoperable.

19 Q And when this system is not working, does this  
20 create a safety issue that a driver has to pay attention  
21 to?

22 A It has potential for a safety issue, yes.

23 (Whereupon, Plaintiff's 12 was received  
24 and marked for identification.)

25 ///

1 BY MR. MOSKOS:

2 Q Let me show you what is marked as Exhibit  
3 No. 12.

4 A Uh-huh (witness indicated an affirmative  
5 response).

6 Q Have you seen that before?

7 A Yes.

8 Q And this says "Lane Keeping Assist Problem."

9 A Uh-huh (witness indicated an affirmative  
10 response).

11 Q Is that different than the road departure  
12 mitigation system?

13 A Well the mitigation would stop you; the lane  
14 keep assist would attempt to warn you, again, if you're  
15 crossing the line.

16 Q Well then I misunderstood what you said  
17 earlier. I thought you said the road departure mitigation  
18 system just simply made noise and didn't do anything to  
19 get you back on the road.

20 A Right; it does not. The mitigation would be  
21 the braking portion of it.

22 Q So if the vehicle's working normally and you're  
23 going off the road, it's going to put the brakes on.

24 A Correct.

25 Q But under the lane keeping assist problem, if

1 you're playing with the radio or whatever and you start to  
2 drift, it's going to just beep and let you know.

3 A Correct; yes.

4 Q Okay. So when the "lane keeping assist  
5 problem" shows up on the dash, does it mean that it's  
6 simply not working or that it is working improperly?

7 A It's inoperable.

8 Q Okay. And is that a safety issue?

9 A It could potentially be if the customer was  
10 expecting it to work. This light will come on from time  
11 to time if there are traffic cones or brakes in the lines,  
12 as well.

13 Q Do you find that when a light like these comes  
14 on.

15 A Uh-huh (witness indicated an affirmative  
16 response).

17 Q As shown in Exhibit 8 through 12, when folks  
18 call the dealership to get these problems worked on, are  
19 they upset, are they excited about this? In other words,  
20 are they showing any kind of concern that this is coming  
21 on, or is it just like, oh, I gotta go get my oil changed.  
22 I'm gonna go down to East Coast?

23 A I think that just varies due to the personality  
24 or demeanor of the customer.

25 Q Okay. Other than Tammy, have you had other

1 people coming to East Coast to have adaptive cruise  
2 control problems repaired?

3 A Sure.

4 Q How many times do you think?

5 A I don't know. I wouldn't have a count for  
6 that.

7 Q More than five?

8 A Possibly, yes.

9 Q More than 10?

10 A I don't know.

11 Q Is it something that y'all are finding to be a  
12 common problem?

13 A When you say common, define common.

14 Q You know, if somebody calls up and says, "Hey,  
15 I've got an adaptive cruise control problem," is it  
16 something that you're like, "Wow, we haven't had that kind  
17 of problem before," or "Oh, gee, here comes another one.  
18 This is what we're going to have to do"?

19 A I would say we've seen the problem before.  
20 It's not on an every-day basis.

21 Q How about the collision mitigation system? Is  
22 that a known problem with CR-Vs?

23 A I wouldn't say it's particular to CR-Vs.

24 Q Is it happening in other cars, too, other  
25 models?

1 A Yes.

2 Q What models are we talking about?

3 A A lot of our cars have this system in it that  
4 could potentially set those lights off.

5 Q Turn the lights on, shut the systems off.

6 A There are other cars that are equipped with  
7 this technology.

8 Q Right. But you said shut the lights off. I  
9 want to make sure that I'm being accurate. It's turn  
10 these lights on, the problem lights on, turn the actual  
11 system off.

12 A Right; correct.

13 Q Okay. Are people reporting problems with road  
14 departure mitigation systems?

15 A We do have customers that have that from time  
16 to time.

17 Q Any idea how many?

18 A No, sir.

19 Q Is it more common in one vehicle than another?

20 A I wouldn't say so, no.

21 Q Is there any way to search your computer system  
22 to find out who's having problems with, say, the blind  
23 spot info system?

24 A No, I would have to search -- it's possible.  
25 We'd have to look up the labor op pertaining to each

1 individual, but it wouldn't be a generic report that I can  
2 run.

3 Q Let me ask it this way: Could you put in like  
4 the words "blind spot info system" and run a report that  
5 says all the cars that have the problem?

6 A No.

7 Q Could you put in a part number and run a report  
8 that would indicate how many vehicles had work done on  
9 that particular part?

10 A I could run a report and tell you how many I've  
11 sold particular to the part.

12 Q Explain that.

13 A I can run the specific part numbers for each  
14 vehicle and tell you how many have went over the counter  
15 for repair.

16 Q If your technicians -- I'm trying to make sure  
17 I understand this; okay? I haven't worked in a car  
18 dealership, so I want to make sure I understand this. Are  
19 you telling me that the service department goes to the  
20 parts department and buys -- putting that in quotes --  
21 from the parts department whatever the part is, and that's  
22 what you mean by selling it over the counter?

23 A Correct.

24 Q So if a 2017 CR-V, Tammy's, comes in with this  
25 adaptive cruise control system problem, collision

1 mitigation system problem, road departure mitigation  
2 system problem, or blind spot system problem, that would  
3 indicate that there is a defect or a condition in this  
4 vehicle that needs to be fixed; right?

5 A Not necessarily.

6 Q Are you telling me that these system lights  
7 come on without there being a problem?

8 A The system lights can also be set off if the  
9 customer were in a construction zone where the radar was  
10 not able to read the lane properly. It would not  
11 necessarily mean that there was a defective part, but it  
12 would just need recalibration or the codes reset because  
13 of those particular things going on on the road.

14 Q Any indication that Tammy was in a construction  
15 site that required the vehicle to be recalibrated?

16 A Not to my knowledge.

17 Q Are you aware of any conditions in which Tammy  
18 used this vehicle that would have caused this vehicle to  
19 have to have its systems recalibrated?

20 A I've never driven with her, so I don't know her  
21 driving conditions or road habits.

22 Q Assume that she uses it normally to go to work,  
23 go to the grocery store, nothing unusual. If these lights  
24 are coming on, does that indicate that there is a defect  
25 or a manufacturing problem with this vehicle?

1           A       If the lights were coming on under normal  
2 driving conditions where the parameters have been met to  
3 operate correctly, then there would be a defect, something  
4 going wrong with the vehicle.

5           Q       Okay. In reviewing this material, the invoices  
6 and what have you, did you find that there were issues  
7 with the day beams on this vehicle?

8           A       The day beams?

9           Q       Yeah.

10          A       What are you referring to?

11          Q       Like the headlights coming on during the day.

12          A       I did see that that was a concern. I think  
13 there was a software update performed for that. I'd have  
14 to look back in the repair orders to see.

15          Q       All right; well maybe we'll get to it in a  
16 minute.

17                   Did American Honda ever send an actual American  
18 Honda employee here to work on the vehicle?

19          A       Not to my knowledge.

20          Q       Did you ever ask for somebody to show up and  
21 work on this vehicle?

22          A       Not to my knowledge.

23          Q       If the adaptive cruise control system came on  
24 in this CR-V as Tammy was driving it, how could that  
25 create a dangerous situation?

1           A       That's speculation.

2           Q       Well based on your training, your education,  
3 your knowledge about these vehicles and the systems, and  
4 your knowledge of driving vehicles, how would it be  
5 dangerous for these lights to come on? I was dealing  
6 specifically with the adaptive cruise control.

7           A       These lights are here to alert the customer to  
8 -- for that reason, to let them know they're inoperative.  
9 At this point when you see the light, you would pull over  
10 and call roadside assistance to get the vehicle towed in.

11          Q       You're not supposed to drive it at all?

12          A       If these lights were to come on, in my  
13 professional opinion I would definitely pull over and call  
14 the dealership to talk with them about these concerns.

15          Q       And why is that?

16          A       Those warning lights are put in place by our  
17 manufacturer to indicate there's an issue with the vehicle  
18 in the system operation.

19          Q       But why would you need to pull the vehicle off  
20 the road?

21          A       Well, you know, I would think that any warning  
22 lights -- over the years of working on vehicles and the  
23 systems that have been in place, as much as a "check  
24 engine" light -- the owner's manual will tell you to call  
25 Honda and get to a safe place. That's what these warning

1 lights are for.

2 Q So if any of the lights come on for the cruise  
3 control mitigation, collision mitigation system, road  
4 departure mitigation, blind spot system, any of those come  
5 on, the customer should pull over as quickly as possible  
6 and call roadside assistance?

7 A I think they would need to get to a safe place  
8 and call roadside assistance, absolutely.

9 Q Okay. I'm trying to take into consideration  
10 what you said, "get to a safe place." I appreciate what  
11 you're telling me. What I'm trying to ask is if these  
12 lights are on, or any one of them, is it dangerous for a  
13 person to drive any further than they absolutely have to?

14 MR. OXNER: Object to the question.  
15 He's answered this question three times.

16 MR. MOSKOS: Go ahead.

17 THE WITNESS: I would get to a place  
18 where the customer feels safe. Just like blowing a tire  
19 out, you would want to get to a place where you could  
20 safely change the tire.

21 MR. MOSKOS: Right. Okay.

22 (Whereupon, Plaintiff's 13 was received  
23 and marked for identification.)

24 BY MR. MOSKOS:

25 Q Now, I need to go through the invoices that I

1 tell today, state today, that it was definitely in the way  
2 of the radar?

3 A According to this repair order, I would state  
4 that the grille was misaligned and causing the  
5 obstruction.

6 Q I appreciate that, but that's not my question.  
7 Can you tell me today on behalf of East Coast Honda that  
8 the grille was hanging in front of the radar to create a  
9 problem?

10 A I didn't see it. I could only go by what the  
11 repair order stated.

12 Q So is that a "no"?

13 A I wouldn't be able to state that for you  
14 because I didn't see it.

15 Q Now, all of the repair orders that we've gone  
16 over today, are they records normally kept in East Coast's  
17 business?

18 A Yes.

19 Q And you're familiar with all of them, it's East  
20 Coast's form, and East Coast put that information on the  
21 paperwork.

22 A Yes.

23 Q Are there any other repair orders that you have  
24 that I have not gone over today?

25 A Not that I saw.

1 Q Okay. And are you familiar with Honda's  
2 warranty on this CR-V?

3 A Yes.

4 Q What is the warranty?

5 A 3 years/36,000 miles or 5 years/60,000 miles  
6 power train.

7 Q Now, in the warranty book it says Honda will  
8 make the final decision whether to repair any existing  
9 part or assembly or replace it. Do you agree with that?

10 A Uh-huh (witness indicated an affirmative  
11 response); yes.

12 Q All right. I'm going to show you what I have  
13 marked as American Honda Bates stamped 462, 463, 464, 465,  
14 and 466. This is Exhibit 32.

15 (Whereupon, Plaintiff's 32 was received  
16 and marked for identification.)

17 BY MR. MOSKOS:

18 Q Is that a complete copy of service bulletin  
19 17-064?

20 A Yes.

21 Q To your knowledge, has it been updated?

22 A 17-064?

23 Q Yeah.

24 A 17-064 wasn't updated, but there was another  
25 service bulletin that did come out.

1 A No.

2 Q Does East Coast Honda have any sort of policy  
3 or procedure for buying back vehicles from consumers?

4 MR. CLEARY: Objection; asked and  
5 answered.

6 THE WITNESS: I don't know. That's a  
7 question that I think Mr. Cahill answered earlier.

8 BY MR. MOSKOS:

9 Q Did you have any conversation with anybody at  
10 American Honda regarding Tammy's vehicle?

11 A No.

12 Q Did you ever have any conversations with  
13 American Honda regarding the CR-V's computer systems,  
14 adaptive cruise control, collision mitigation system, road  
15 departure mitigation system, blind spot system, daylight  
16 beams, radio or infotainment system problems? For any  
17 vehicle, have you talked to American Honda about these  
18 kind of problems?

19 A On any of our cars, any customers' cars?

20 Q Yes.

21 A I can't recall a specific matter, but yes.

22 Q And tell me about those conversations.

23 A Other than basically being a customer relations  
24 issue as to how we solve the problem for them, if they've  
25 complained to American Honda they'll talk to me about how

1 we repaired the vehicle and if the vehicle's repaired.

2 Q Okay; so if a customer gets upset, the car's  
3 not fixed, they call American Honda, American Honda might  
4 call you about the problem and say, "What's going on?"

5 A Yep.

6 Q Okay.

7 A Yes.

8 Q And do you have any independent recollection of  
9 speaking to American Honda about any of these problems?

10 The types of problems that we were talking about:  
11 Adaptive cruise control, collision mitigation system  
12 problems.

13 A Are we talking about Ms. West's car again?

14 Q Well, we'll do Ms. West first.

15 A I didn't talk to American Honda about  
16 Ms. West's car at all.

17 Q Okay. Do you have any independent recollection  
18 of talking to American Honda about anybody else's vehicle?  
19 Maybe not who the specific person is, but the  
20 conversation.

21 MR. OXNER: Object to form.

22 THE WITNESS: Yes, I have spoken with  
23 American Honda about customer issues with these warning  
24 systems, yes.

25 ///

1 BY MR. MOSKOS:

2 Q And what have y'all talked about? Tell me  
3 those conversations.

4 A Specifically, like I said, it was just about  
5 has the car been repaired if the customer had complained  
6 to American Honda calling me to see if we resolved the  
7 issue with the customer's vehicle.

8 Q Was that like the customer service department  
9 calling you or was that like an engineer calling? Who was  
10 calling you?

11 A It's usually a customer service representative  
12 from American Honda who calls me to see if the resolution  
13 has been -- if we've reached a resolution with the  
14 customer's vehicle.

15 Q And have you spoken to American Honda engineers  
16 about these kinds of problems?

17 A No.

18 MR. MOSKOS: Thank you very much.

19 THE WITNESS: You're welcome.

20 MR. CLEARY: Just a couple quick  
21 questions for you, sir.

22 EXAMINATION

23 BY MR. CLEARY:

24 Q Mr. Martin, my name is Patrick Cleary. I  
25 represent American Honda Motor Company. Have you ever

08/29/2018  
17:28:11

SUMMARY HISTORY DISPLAY

3651

PAGE 1

CUSTOMER NAME TAMMY BATTEN WEST SERIAL NO. 2HKRW1H87HH508034  
TOTAL R/O'S 12 TOTAL SERV. DAYS 58 MAKE HO HONDA

LN#	RO.NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
1	370692	08/24/2018	22697	A	61918			
				T	26	1	W 07HOZ	BODY ELECTRICAL
				T	26	2	C 08HOZ	BODY
				T	25	3	W 07HOZELECTST	ELECTRICAL TEST
2	368448	07/26/2018	21502	A	61918			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
3	368128	07/23/2018	21328	A	61918			
				T	23321	1	W 08HOZ	BODY
				T	23321	2	W 07HOZ	BODY ELECTRICAL
4	366608	07/02/2018	21035	A	61918			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	I 28HOZ	SYN OIL AND FILT
				T	23321	3	W 07HOZELECTST	ELECTRICAL TEST
5	365329	06/14/2018	20148	A	61918			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
6	364964	06/11/2018	20010	A	9661			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	C 26HOZA-R/C	RECALL/CAMP
7	363236	05/17/2018	18947	A	9661			
				T	68	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	W 07HOZELECTST	ELECTRICAL TEST
8	357078	02/24/2018	15912	A	20872			
				T	71345	1	C 28HOZ	SYN OIL AND FILT
				T	71345	2	C 28HOZA101001	MULTIPOINT INSP.
				T	71345	3	C 26HOZA-R/C	RECALL/CAMP
9	347575	10/17/2017	10841	A	9661			
				T	68	1	W 07HOZ	BODY ELECTRICAL
				T	68	2	W 07HOZELECTST	ELECTRICAL TEST
10	346589	10/04/2017	10154	A	9661			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	C 26HOZA-R/C	RECALL/CAMP
				T	23321	3	I 23HOZ	OIL & FILTER CHA
11	340269	07/11/2017	5955	A	61918			
				T	71130	1	I 28HOZ	SYN OIL AND FILT
				T	71130	2	I 28HOZA101001	MULTIPOINT INSP.
12	330781	03/03/2017	2	A	65251			
				T	41	1	I 91HOZ	P.D.I.
				T	41	2	I 11HOZMDGRDS	INSTALL MUD GUAR
				T	41	3	I 11HOZZWHEEL	WHEEL LOCKS



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CUSTOMER NAME	TAMMY BATTEN WEST	SERIAL NO.	2HKRW1H87HH508034
TOTAL R/O'S	14	MAKE HO	HONDA
	TOTAL SERV. DAYS	68	

LN#	RO. NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
1	374688	10/22/2018	25124	A	20872			
				T	41	1	W 02HOZ	TRANS AUTO & MAN
2	371707	09/07/2018	23378	A	55403			
				T	25	1	I 07HOZ	BODY ELECTRICAL
3	370692	08/24/2018	22697	A	61918			
				T	26	1	W 07HOZ	BODY ELECTRICAL
				T	26	2	C 08HOZ	BODY
				T	25	3	W 07HOZELECTST	ELECTRICAL TEST
4	368448	07/26/2018	21502	A	61918			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
5	368128	07/23/2018	21328	A	61918			
				T	23321	1	W 08HOZ	BODY
				T	23321	2	W 07HOZ	BODY ELECTRICAL
6	366608	07/02/2018	21035	A	61918			

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ELECTRONICALLY FILED - 2021 Jan 22 6:37 PM - HORRY - COMMON PLEAS - CASE#2018CP2606346

CUSTOMER NAME TAMMY BATTEN WEST SERIAL NO. 2HKRW1H87HH508034  
TOTAL R/O'S 14 TOTAL SERV. DAYS 68 MAKE HO HONDA

LN#	RO.NO.	RO. DATE.	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	1 28HOZ	SYN OIL AND FILT
				T	23321	3	W 07HOZELECTST	ELECTRICAL TEST
7	365329	06/14/2018	20148	A	61918			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
8	364964	06/11/2018	20010	A	9661			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	C 26HOZA-R/C	RECALL/CAMP
9	363236	05/17/2018	18947	A	9661			
				T	68	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	W 07HOZELECTST	ELECTRICAL TEST
10	357078	02/24/2018	15912	A	20872			
				T	71345	1	C 28HOZ	SYN OIL AND FILT
				T	71345	2	C 28HOZA101001	MULTIPOINT INSP.
				T	71345	3	C 26HOZA-R/C	RECALL/CAMP

(E=ENTER) (F=FORWARD) (P=PAGE) (LINE#) (S=SUMMARY PRINT) (DV=DOCUMENT VIEW)

LN#	RO. NO.	RO. DATE..	MILES.	ADV/TECH	J#	T	OPERATION CODE.	DESCRIPTION.....
CUSTOMER NAME TAMMY BATTEN WEST SERIAL NO. 2HKRW1H87HH508034								
TOTAL R/O'S 14 TOTAL SERV. DAYS 68 MAKE HO HONDA								
11	347575	10/17/2017	10841	A	9661			
				T	68	1	W 07HOZ	BODY ELECTRICAL
				T	68	2	W 07HOZELECTST	ELECTRICAL TEST
12	346589	10/04/2017	10154	A	9661			
				T	23321	1	W 07HOZ	BODY ELECTRICAL
				T	23321	2	C 26HOZA-R/C	RECALL/CAMP
				T	23321	3	I 23HOZ	OIL & FILTER CHA
13	340269	07/11/2017	5955	A	61918			
				T	71130	1	I 28HOZ	SYN OIL AND FILT
				T	71130	2	I 28HOZA101001	MULTIPOINT INSP.
14	330781	03/03/2017	2	A	65251			
				T	41	1	I 91HOZ	P.D.I.
				T	41	2	I 11HOZMDGRDS	INSTALL MUD GUAR
				T	41	3	I 11HOZZWHEEL	WHEEL LOCKS

(E=ENTER) (P=PAGE) (LINE#) (S=SUMMARY PRINT) (DV=DOCUMENT VIEW)

## TAMMY WEST REPAIR SUMMARY

**DATE OF PURCHASE: March 4, 2017**

**2017 Honda CR-V**

**VIN: 2HKRW1H87HH508034**

Delivery Miles: 13

All repairs at East Coast Honda

DATE	PROBLEM	REPAIR	MILEAGE	DAYS OUT OF SERVICE
4-14-2017	Continuous problems with adaptive cruise, lane departure, etc.	No Problem Found.	1,705	
10-04-17	Continuous problems with adaptive cruise, lane departure, etc.	Replaced radar assembly.	10,154	2
10-17-17	AIME from Radar.	AIMED Radar and updated Software.	10,841	0
5-17-18 5-24-18	Radar Message - Software Update.  Radio Screen - flipping and changing colors	Software updated.  Replaced Audio Unit.	18,947	7
6-11-18 6-12-18	Warning light and signal keep coming up on dash.	Replaced Radar.	20,010	2
6-14-18 6-20-18	Collision warning light keeps coming on dash.	Front Engine Wiring Harness replaced.	20,148	6
7-2-18 7-19-18	Lights are back on dash again.	Replaced front camera unit Dealer drove car 215 miles	21,035	17
	Possible Radar	Replaced front radar		

	obstruction.  Software update needed.	with unit from another vehicle.  Software updated.		
7-23-18 7-25-18	Lane watch not working properly.  Warning lights on dash	Replaced radar unit with updated radar unit.  Replaced camera unit (2 <sup>nd</sup> time).	21,328	2
7-26-18	Warning lights are on dash for LKAS, ACC, Lane Mitigation.	No codes found. Cleared lights, test drove 188. No issue found.	21,502	12
8-24-18 8-29-18	Warning lights are on.  Audio issues showing audio off msg when audio on.  Collision Mitigation and other warning lights are on.	Replaced right side BSI radar unit.  Radio reset.  Replaced left side BSI radar unit.	22,697	5
9-07-18 9-11-18	Mitigation warning lights came back on. Lights are off now.	No warning lights found. Reset system by cycling key on and off.	23,378	4

TOTAL DAYS OUT OF SERVICE

57

**TABLE OF CONTENTS**

**EXHIBIT D**

Committed to Excellence . . . . .	2	Kansas . . . . .	4	Ohio . . . . .	52
National Center for Dispute Settlement (NCDS) . . . . .	3	Kentucky . . . . .	28	Oklahoma . . . . .	53
Alabama . . . . .	4	Louisiana . . . . .	29	Oregon . . . . .	54
Alaska . . . . .	4	Maine . . . . .	30	Pennsylvania . . . . .	55
Arizona . . . . .	6	Maryland . . . . .	32	Rhode Island . . . . .	56
Arkansas . . . . .	7	Massachusetts . . . . .	34	South Carolina . . . . .	57
California . . . . .	8	Michigan . . . . .	35	South Dakota . . . . .	4
Colorado . . . . .	10	Minnesota . . . . .	36	Tennessee . . . . .	58
Connecticut . . . . .	13	Mississippi . . . . .	37	Texas . . . . .	4
Delaware . . . . .	4	Missouri . . . . .	38	Utah . . . . .	60
District of Columbia . . . . .	13	Montana . . . . .	39	Vermont . . . . .	61
Florida . . . . .	15	Nebraska . . . . .	4	Virginia . . . . .	4
Georgia . . . . .	16	Nevada . . . . .	6	Washington . . . . .	67
Hawaii . . . . .	22	New Hampshire . . . . .	40	West Virginia . . . . .	68
Idaho . . . . .	23	New Jersey . . . . .	45	Wisconsin . . . . .	6
Illinois . . . . .	24	New Mexico . . . . .	47	Wyoming . . . . .	69
Indiana . . . . .	25	New York . . . . .	48		
Iowa . . . . .	27	North Carolina . . . . .	50		
		North Dakota . . . . .	4		

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2017 Honda Consumer Information

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## COMMITTED TO EXCELLENCE

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American Honda Motor Co., Inc. and your authorized Honda dealer are committed to excellence in the quality of your vehicle. We want you to be completely satisfied with every aspect of your Honda vehicle.

This booklet provides a summary of some of the basic requirements established by your state regarding certain consumer protection laws and rights, which are often commonly referred to as the "Lemon Laws."<sup>1</sup> However, each state's lemon law may have many provisions. For further details, please review the laws of your state, or contact your state attorney general's office.

Please note that some states require that you follow certain steps prior to pursuing a claim under the consumer protection laws. The individual notices contained in this booklet summarize the requirements in your state. In some states, your authorized Honda dealership may provide lemon law disclosure information in addition to this booklet and in accordance with state laws.

By providing this booklet, American Honda is not giving legal advice. As stated previously, this booklet is meant to provide some basic information regarding certain consumer protection laws in your state.

This booklet should not be considered a conclusive overview of these consumer laws. You may have other legal rights or remedies other than those referenced in this booklet. For further details, you may want to review the laws of your state, consult an attorney, or contact your state attorney general's office.

American Honda Motor Co., Inc.  
Automobile Customer Service  
1919 Torrance Blvd.  
Mail Stop 500-2N-7A  
Torrance, CA 90501-2746  
800-999-1009  
Fax: 310-783-3023

<sup>1</sup> This summary of the "Lemon Laws" is based upon certain consumer protection laws in effect as of July 2015. For the most current information, you should review your state's consumer protection laws or contact your state attorney general's office.

## NATIONAL CENTER FOR DISPUTE SETTLEMENT (NCDS)

If you feel you need further assistance after contacting American Honda's Automobile Customer Service, you may elect to contact the National Center for Dispute Settlement (NCDS). NCDS independently administers an out of court program, called the Dispute Settlement Program, to settle automotive disputes.

NCDS does not charge a fee to consumers. To guarantee impartiality, the participating companies commit funding for staff and program administrative costs of NCDS in advance. NCDS staff and arbitrators are independent of companies that participate in the program, and perform no services for these companies other than providing impartial dispute resolution services.

If you are experiencing a problem with your vehicle that has not been resolved to your satisfaction, NCDS may assist in the resolution of your dispute. Please note, however, only certain claims are eligible for this program. Personal injury claims, for example, will not be considered by NCDS.

To file a claim, you must provide the following information:

- Your name and address;
- The vehicle identification number (VIN);
- The make, model and year of your vehicle; and
- A description of the problem you are having.

NCDS will notify you when your claim has been filed. They will also gather and investigate the necessary information for a fair and expeditious resolution of your dispute.

You may file a claim with NCDS relating to vehicle defects or malfunctions that are covered by your Honda New Vehicle Limited Warranty. Claims must be filed within the applicable warranty period, or, in some states, no later than six (6) months after the expiration of the applicable warranty. Please note that there are other limitations and you should contact NCDS for more information.

To file a claim or for additional information on the Dispute Settlement Program, please contact:

National Center for  
Dispute Settlement  
P.O. Box 1108  
Mt. Clemens, MI 48046  
877-545-0055, ext. 120  
Fax: 586-226-2559  
www.ncdsusa.org

**IMPORTANT: YOU MAY BE REQUIRED TO USE NCDS PRIOR TO SEEKING CERTAIN REMEDIES UNDER YOUR STATE'S LEMON LAW. PLEASE REVIEW THE LAWS OF YOUR STATE OR CHECK WITH YOUR STATE ATTORNEY GENERAL'S OFFICE FOR INFORMATION THAT MAY APPLY TO YOU.**

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**RHODE ISLAND** *(continued)*

Under the NCDS program, American Honda is bound by a decision in your favor. However, you are not bound by any decision under the program, unless you choose to accept the decision. American Honda believes the use of this program may be very helpful to its customers, and encourages you to consider using NCDS if you have a warranty or lemon law dispute regarding your Honda.

For additional information about NCDS, review page 3 of this booklet or view page 2 for American Honda's Automobile Customer Service address and toll-free number.

The Rhode Island "Lemon Law" may have many additional provisions and requirements. If you feel your Honda qualifies for consideration under the lemon law, you should review the laws in Rhode Island. Further, you may have other rights and remedies outside of the Rhode Island "Lemon Law."

**SOUTH CAROLINA**

Under the South Carolina statute entitled "Enforcement of Motor Vehicle Express Warranties," (also known as the "Lemon Law"), you may be entitled to a comparable new vehicle or a refund of the full purchase price less a reasonable allowance for use upon return of the vehicle, if after a reasonable number of attempts, the manufacturer is unable to conform the motor vehicle to the applicable express limited written warranty by repairing or correcting any defect or condition which substantially impairs the use, market value, or safety of the motor vehicle to the consumer, and which occurred within the first twelve (12) months of ownership or the first 12,000 miles of use, whichever occurs first. It is presumed that a reasonable number of attempts have been taken to repair your vehicle if the same nonconformity has been subject to repair three or more times or the vehicle is out of service by reason of repair for a cumulative total of thirty (30) or more calendar days during the express warranty.

It is the responsibility of the consumer to give written notification to the manufacturer of the need to repair the nonconformity and to give the manufacturer a final opportunity to cure the alleged defect.

WRITTEN NOTIFICATION REQUIREMENT: PRIOR TO FILING A LAWSUIT SEEKING A REMEDY UNDER THE SOUTH CAROLINA LEMON LAW, YOU MUST:

- 1) Notify American Honda through Automobile Customer Service in writing (via registered, certified, or express mail), at the address provided on page 2 of this booklet of the problem with your vehicle; and
- 2) Provide American Honda with a final opportunity to repair the vehicle.

Additionally, if you believe that you have a claim under the South Carolina Lemon Law, American Honda offers its customers alternative dispute resolution through a program independently administered by the National Center for Dispute Settlement (NCDS) to equitably resolve your concerns.

**SOUTH CAROLINA** *(continued)*

**IMPORTANT: PRIOR TO FILING A LAWSUIT SEEKING A REMEDY UNDER THE SOUTH CAROLINA LEMON LAW, YOU ARE REQUIRED TO FIRST RESORT TO ALTERNATIVE DISPUTE RESOLUTION THROUGH NCDS.**

Under the NCDS program, American Honda is bound by a decision in your favor. However, you are not bound by any decision under the program, unless you choose to accept the decision. American Honda believes the use of this program may be very helpful to its customers, and encourages you to consider using NCDS if you have a warranty or lemon law dispute regarding your Honda.

For additional information about NCDS, review page 3 of this booklet or view page 2 for American Honda's Automobile Customer Service address and toll-free number.

The South Carolina Lemon Law may have many additional provisions and requirements. If you feel your Honda qualifies for consideration under the lemon law, you should review the laws in South Carolina. American Honda also encourages you to contact the South Carolina Department of Consumer Affairs for further information. Further, you may have other rights and remedies outside of the South Carolina Lemon Law.

**TENNESSEE**

If your new motor vehicle does not conform to its limited written warranty and American Honda or its authorized Honda dealers have not repaired the vehicle after the vehicle has been subject to repair three (3) or more times for the same nonconformity, or the vehicle has been out of service because of repair for a cumulative total of thirty (30) or more days during the term of applicable express warranties, or within the period of one (1) year following the date of delivery to you, whichever comes first, you may be entitled under the provisions of the Tennessee "Lemon Law" to a comparable vehicle or a refund of the full purchase price, less an allowance for use, upon return of your vehicle.

In order to seek replacement or refund remedies under the Tennessee "Lemon Law," you must do the following:

- 1) Notify American Honda through Automobile Customer Service in writing at the address provided on page 2 of this booklet, by certified mail, of the problem with your vehicle;

## NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the  
Arbitration between

Tammy West  
("Customer(s)")

and

American Honda Motor Co.,  
Inc.  
("Honda")

**DECISION****Case # HON180304**

I, Ronald G. Gantt, was appointed pursuant to NCDS rules as Arbitrator to hear and determine disputes, which had arisen between the Customer(s), Tammy West and Honda regarding a 2017 CR-V.

By a notice given on October 1, 2018, the parties were advised that a hearing would be conducted at East Coast Honda on October 22, 2018 at 02:00 PM.

Present on that date were:

Tammy West	Customer
John West	Customer's Husband
C. Steven Moskos, Esq.	Customer's Attorney
Sergio Hernandez	Manufacturer Representative (via speakerphone)
Kirt Cahill	General Manager
Guy Emerson	Service Manager

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on September 24, 2018, and may be summarized as follows:

The Customer stated issues with the display on dash flickers, gives false warnings, and has never worked properly. The Customer requested a repurchase.

**SUMMARY OF PRESENTATION:**

The parties presented, and I reviewed and considered the following evidence: Customer Claim Form, Repair Orders from East Coast Honda, Pictures of vehicle from Customer, and Manufacturer Response Form.

The position of the Customer was:

The vehicle was purchased March 4, 2017. The dash computer first malfunction occurred on April 4, 2017 at 1705 miles. Since then the vehicle has continued to give random computer readings to include lights suddenly while driving at night and not responding to controls. This vehicle has been to the dealership numerous times and parts have been replaced on several different occasions. The false readings and dash problems continue to exist. The vehicle currently has 24,000 miles. The dealership has kept this vehicle a total of 50 days trying to repair these problems. The Customer felt that the vehicle is unsafe and that the value has not been realized.

The Customer requested a repurchase of the vehicle.

The position of the Manufacturer was:

American Honda does not contest the Customer's request and offered no response to the Customer's testimony.

A test drive was not requested. The VIN number was checked and the current mileage found to be 24,124 miles.

**DECISION:**

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty, and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberation, I find and Award as follows:

The Customer's request that a repurchase is hereby AWARDED.

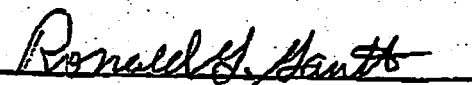
I have reached this conclusion because: The panel lights on the dash getting bright and changing colors while driving at night, also having erroneous error messages coming on at random would be a distracting safety issue. The vehicle has had numerous repair attempts without success and has accumulated an excess number of days out of service. The first occurrence was at 1705 miles as shown in photographs.

The Customer shall pay a mileage usage fee as follows:

Purchase Price multiplied by 1,705 miles divided by 120,000.

This constitutes my complete DECISION as to all the complaint(s) submitted to me for Determination. Honda shall have (30) days, unless otherwise noted, from the date NCDS receives the Customer(s) "Acceptance of Decision" form in which to comply with this decision.

October 29, 2018  
Date

  
Ronald Gantt

**Case #: HON180304 C. Steven Moskos, Esq.  
RE: Your Client:: C. Steven Moskos, Esq.**

**WHAT YOU NEED TO KNOW ABOUT THE AWARD**

**If your award is for a repurchase of your vehicle and the vehicle is not leased American Honda Motor Co., Inc. ("Honda") will:**

Refund the amount you paid for your vehicle at the time of purchase as shown on your bill of sale/purchase contract.

Refund the sales tax you paid unless the state will refund the tax to you.

Refund the license, title, registration, and documentation fees paid at the time of purchase.

Refund any finance charges that you have paid on the loan for this vehicle.

Refund the cost of a Honda service contract if one was purchased.

Refund the cost of Honda accessories you paid extra to have installed on your vehicle at the time of purchase (You will be required to provide receipts to establish the value of the accessories).

Deduct any cash rebates you received as an incentive to purchase the vehicle.

Require that you provide a copy of your original purchase contract.

Require that you provide authorization to your lien holder, when needed, to provide the Manufacturer with lien payoff information.

Require that you transfer a clear title (lien free) for your vehicle to the Manufacturer at the time you receive your refund.

Require that the vehicle is damage free at the time you receive your refund.

Require that all original equipment and any accessory for which you are receiving a refund is on the vehicle at the time you receive your refund and will also require you to remove all aftermarket accessories and repair any damage caused by the removal.

Require you to sign a statement to attest to the fact that the vehicle was/was not previously damaged and repaired.

Less any deduction awarded by the Arbitrators for use and/or damage, including any damage sustained prior to vehicle turn in.




7. The 2017 Honda CR-V I purchased is subject to the manufacturer's express warranty. (Exhibit 6.)
8. I registered the 2017 Honda CR-V in South Carolina. (Exhibit 7.)
9. I experienced the first problem with my vehicle on April 4, 2017 when the Adaptive Cruise Control, the Collision Mitigation System, and the Road Departure Mitigation System warning lights came on. (Exhibits 8, 9, and 10.) The vehicle had been driven 1,705 miles. I immediately sent a text to Melissa an employee at East Coast Honda notifying her of the warning lights coming on.
10. On or about April 14, 2017, I took the vehicle to East Coast Honda for repairs. East Coast did not work on the vehicle at that time. (Exhibit 11.)
11. I was informed that for the dealership to work on the vehicle under the warranty, it had to be malfunctioning when I brought it to the dealership.
12. For six months the vehicle's dash would flash with the above warning lights as well as others. (Exhibits 12- 20.)
13. On October 4, 2017, I returned the vehicle to East Coast Honda for repairs. East Coast Honda then replaced the radar in the vehicle. (Exhibit 21.)
14. On October 17, 2017, I took the vehicle back to East Coast Honda because the vehicle continued to act up by registering warning signs when hazards were not present. (Exhibits 22.)
15. The alleged repairs did not fix the vehicle.
16. In June 2018, I began calling American Honda for help and to have my vehicle fixed. American Honda continued to send me back to East Coast Honda for repairs.

17. I asked American Honda to repurchase the vehicle. American Honda refused to repurchase my vehicle stating, "we just don't hand out cars".
18. On July 25, 2018, I sent a detailed explanation of my problems to American Honda Motor Co. (Exhibit 23.) American Honda did not respond.
19. I have taken the vehicle back to East Coast Honda at least thirteen times for the same repairs. (Exhibits 11, 21, 22, 24-33.)
20. The defects in my vehicle have not been repaired. (Exhibits 34, 35, and 36 - Photographs taken February 21, 2020.) These issues are still present in the vehicle.
21. On August 8, 2020, I took my vehicle back to East Coast Honda to have the malfunctioning lights repaired again. East Coast Honda claimed the vehicle had hit something and knocked the bumper. I did not hit anything to damage the bumper. The bumper was misaligned due to a prior repair by East Coast Honda.
22. On August 8, 2020, East Coast Honda charged me \$130 to clean the bumper, put a clip on the bumper, and clear the codes in the vehicle's computer. (Exhibits 33 and 37.) That repair should have been under warranty. East Coast Honda's work did not repair the problems I am still experiencing.
23. The vehicle has been out of service at least 57 days. The vehicle is still defective. The conditions that I am having a problem with have not been repaired as American Honda promised.
24. The vehicle's nonconformities substantially impair the use, value, or safety of a motor vehicle as I cannot sell the vehicle without disclosing the defects and

- conditions in the vehicle. This disclosure will significantly impact the value of the vehicle.
25. I do not want to use the vehicle because when the warning lights turn on, I do not know if the warning is real. I do not want to drive the vehicle as I am afraid that the warning lights will come on causing me to change my driving suddenly or in a manner that causes an accident. Unfortunately, I cannot afford to buy another vehicle while I wait for American Honda to follow the law. I also cannot afford to stop paying on my loan as it will damage my credit and I will not be able to correct it as the report of my delinquency would be true.
  26. The vehicle is also unsafe because I am becoming use to the warning lights coming on. If a situation arises where the lights are actually working correctly, but I think they are malfunctioning again, I may not heed their warning. This could cause someone to get hurt.
  27. I have been asking American Honda to repurchase the vehicle under the South Carolina Lemon Law, but it refuses to pay the entire amount owed as well as my attorney's fees.
  28. Since owning the vehicle I have not abused, neglected, or modified or altered the vehicle.
  29. I have been wanting to settle this matter with American Honda since before I hired an attorney; however, American Honda refused to resolve the matter with me.
  30. Since I hired an attorney, American Honda has offered to settle this case for less than the amount owed under the Lemon Law as it refuses to pay all of my attorney's fees. Additionally, until January 15, 2021, American Honda, has refused

to settle the case without a confidentiality clause. I do not want to be silenced. I also understand there is a tax consequence to entering into a confidentiality agreement. I did not create this problem. I do not want to have to pay taxes for a problem I did not create.

31. Since filing this suit, I have learned that the problems I am experiencing in my vehicle have been known to American Honda and are part of a nationwide class action. I am not a part of that action. (Exhibits 38, 39, and 40.)

  
Tammy Batten West

SWORN TO AND SUBSCRIBED before me  
January 22<sup>nd</sup>, 2021

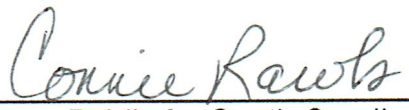
  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 1-10-29

EXHIBIT 1

east coast

Purchaser Ins. Info.:
Co.
Policy No.
Dates
Agent
Agent Address

8756 Hwy. 17 Bypass S. • P.O. Box 30669
Myrtle Beach, SC 29588

STOCK NO.
Sell Price
Less Disc.
Net SP
DEDUCT
Inventory

Purchaser
Address
City
County
State
Zip

I hereby agree to purchase from you under the terms & conditions specified, the following
Quantity
Year
Make
Model
Body Style
New Used
Serial Number
Color
Engine
License No.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION PURSUANT TO THE S.C. UNIFORM ARBITRATION ACT (S.C. CODE §15-48-10, ET SEQ.) AND/OR THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.)

Table with 17 rows of financial details including: 1. CASH SELLING PRICE INC. EXTRAS, 2. LICENSE PLATES TRANSFER & TITLE, 3. SALES TAX, 4. TOTAL CASH SELLING PRICE, 6. TRADE-IN, 7. CASH PAYMENT, 8. DEPOSIT, 9. OTHER, 10. TOTAL DOWN PAYMENT, 11. UNPAID BALANCE (4-10), 12. LIFE INS. S, 13. AUTO INSURANCE, 14. AMOUNT FINANCED (11 + 12 + 13), 15. FINANCE CHARGE, 16. TOTAL OF PAYMENTS, 17. DEFERRED PAYMENT PRICE (10 + 16). Includes monthly installment details: TIME BALANCE PAYABLE IN 72 MONTHLY INSTALLMENTS OF \$ 402.09 EACH BEGINNING 16th APRIL 20 17 (ANNUAL PERCENTAGE RATE 1.10 %)

NON CERTIFIED PREOWNED VEHICLE AND NEW VEHICLE
DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties except for the East Coast Certified Used Vehicle Warranty, either expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or warranties as to value, present or future, of this vehicle.

Purchaser's Signature

MILEAGE EXCESS

The vehicle you are purchasing has in excess of 100,000 miles shown on odometer. If it is therefore being sold as-is-where-is basis. There is no warranty written or implied on this vehicle.

Purchaser's Signature

CERTIFIED USED VEHICLE

The vehicle you are purchasing qualifies for East Coast Automotive's certified used car warranty. You have been explained its limited coverage and have signed a separate warranty disclosure statement. No other warranties are applicable except, if any, from the manufacturer on this vehicle. The selling dealer hereby expressly disclaims all warranties except for the East Coast Certified Used Vehicle Warranty, either expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose or warranties as to value, present or future, of this vehicle.

Purchaser's Signature

In the event the Seller or its agents in their sole discretion determines that they have been furnished with any faulty, inaccurate, or false information of either verbal or written, or if any payments due from Purchaser to Seller are not made as agreed, Purchaser will return vehicle to Seller. Purchaser authorizes Seller to take whatever action Seller deems necessary to restore possession of the vehicle to Seller, including self-help. Purchaser understands and agrees that the contract is and can be subject to additional credit conditions. In the event the financial institution chosen by the Seller does not accept Seller's assignment of Purchaser's conditional agreement within two (2) days of the date of the Order, Purchaser shall return the vehicle to Seller within 24 hours from notification.

Purchaser's Signature

I understand that the vehicle I have acquired is  new  used  demo. I am accepting this vehicle in its present physical condition and that nothing has been promised, either verbal or written, that is not stated on the face of the Buyer's Order and the WE OWE agreement.

Purchaser's Signature

I represent that the title to the vehicle I am trading in is free of liens and encumbrances other than those disclosed amounts. The disclosed amount will be paid during the course of this transaction. The title to the vehicle I am trading in is accurate, clear and has no salvage history and has never suffered any damage affecting its value that I have not disclosed (encumbrances or deficiencies). I understand that if there are encumbrances or deficiencies affecting the vehicle, the Seller may at its option and discretion, declare the entire transaction void and may demand the return of the vehicle sold to the purchaser and return any down payments, as applicable, shall be returned to the purchaser, less reasonable deductions for mileage and depreciation. I understand that the Seller may void the contract under these circumstances regardless of my lack of actual knowledge of these encumbrances or deficiencies. I also understand that the Seller may elect to enforce the contract in case an encumbrance or deficiency affects the vehicle, and that I will be responsible for all differences in payoff or value resulting from the encumbrance or deficiency. Should the Seller be required to seek the assistance of an attorney in enforcing this agreement, I shall be responsible for the payment of reasonable attorneys fees and costs associated with the same.

Pay Off Based On 6761.07 Purchaser's Signature

I understand that I have elected the following coverages:
Extended Service Policy
Credit Life Insurance
Accident & Health Insurance
Gap Insurance

Purchaser's Signature

I state that I have a current insurance policy with the state required coverages (Comprehensive/Collision) for this purchase; therefore, I am releasing Seller from any responsibility if I am involved in an accident.

Purchaser's Signature

This contract is subject to arbitration pursuant to S.C. Code Ann. Section 15-48-10 et seq. and/or the Federal Act at 9 U.S.C. 1 et seq. as provided in the Arbitration Agreement attached hereto and incorporated herein by reference. All claims, disputes and other matters in question between the parties arising out of or under this contract and all other laws, including, but not limited to, contract, tort and property disputes as further defined in the Arbitration Agreement will be decided by arbitration at the demand of either party.

The parties agree that there are no understandings, agreements or representations, express or implied, not specified herein, respecting this sale, and that this contract contains the entire agreement between the seller and purchaser and that, consequently, no course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this contract.

ELECTRONICALLY FILED - 2021 Jan 27 19 PM - Horry - COMMON PLEAS - CASE#2018CP2806346

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$30,796.27	03-08-2017	03-16-2023			46-02	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing [redacted] has been omitted due to text length limitations.

**Borrower:** Tammy Batten West  
John Turner West Jr  
847 Loop Cir  
Longs, SC 29568-7536

**Lender:** South State Bank  
Myrtle Beach Grissom  
520 Gervais Street  
PO Box 100113  
Columbia, SC 29202-3113

**Principal Amount: \$30,796.27**

**Interest Rate: 2.490%**

**Date of Note: March 8, 2017**

**PROMISE TO PAY.** I ("Borrower") jointly and severally promise to pay to South State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty Thousand Seven Hundred Ninety-six & 27/100 Dollars (\$30,796.27), together with interest on the unpaid principal balance from March 8, 2017, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.490%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** I will pay this loan in 72 payments of \$481.21 each payment. My first payment is due April 16, 2017, and all subsequent payments are due on the same day of each month after that. My final payment will be due on March 16, 2023, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; and then to any late charges. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

South State Bank  
PO Box 118068  
Charleston, SC 29423-9910

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

**PREPAYMENT.** I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: South State Bank, PO Box 118068 Charleston, SC 29423.

**LATE CHARGE.** If a payment is 10 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$16.00, whichever is less. The late charge will not be less than \$7.20 or greater than \$18.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

**INTEREST AFTER DEFAULT.** If Lender declares my entire loan immediately due after a default, or upon final maturity, then the total sum due under this Note will accrue interest from the date of acceleration or maturity at the interest rate under this Note until paid in full.

**DEFAULT.** I will be in default if any of the following happens: (A) Payment Default. I fail to make a payment as required by this Note. (B) Other Defaults. The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

**LENDER'S RIGHTS.** If I am in default, Lender may, in addition to any other rights Lender has and subject to any cure and notice provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after default.

**JURY WAIVER.** Lender and I hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or me against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: a motor vehicle described in a Consumer Security Agreement dated March 8, 2017. This Note shall not be secured by any previously granted collateral if doing so would cause this loan or obligation to be subject to the limits on consumer credit extended to service members, their spouse and their dependents, as provided in 10 U.S.C. 987 and its implementing regulations.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be

PROMISSORY NOTE  
(Continued)

sent to Lender at the following address: South State Bank PO Box 118088 Charleston, SC 29423.


**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

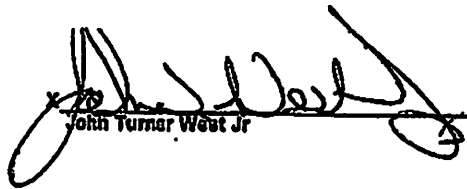
**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.**

**I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

 (Seal)  
Tammy Batten West

 (Seal)  
John Turner West Jr

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# DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
<b>\$30,796.27</b>	<b>03-08-2017</b>	<b>03-16-2023</b>	[REDACTED]		<b>48-02</b>	<b>***</b>	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Tammy Batten West  
John Turner West Jr  
847 Loop Cir  
Leno, SC 29568-7536

**Lender:** South State Bank  
Myrtle Beach Grasson  
520 Gervais Street  
PO Box 100113  
Columbia, SC 29202-3113

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	Amount Financed <small>The amount of credit provided to me or on my behalf.</small>	Total of Payments <small>The amount I will have paid after I have made all payments as scheduled.</small>
<b>2.490%</b>	<b>\$2,410.85</b>	<b>\$30,796.27</b>	<b>\$33,207.12</b>

**PAYMENT SCHEDULE.** My payment schedule will be 72 monthly payments of \$481.21 each, beginning April 16, 2017.

**PROPERTY INSURANCE.** I may obtain property insurance from anyone I want that is acceptable to Lender.

**SECURITY.** I am giving a security interest in the goods or property being purchased. In addition, Lender has also reserved a contractual right of setoff in my deposit accounts.

**LATE CHARGE.** If a payment is 10 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$18.00, whichever is less. The late charge will not be less than \$7.20 or greater than \$18.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

**PREPAYMENT.** If I pay off early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on March 8, 2017, prior to signing the Note.

**BORROWER:**

x  (Seal)  
Tammy Batten West

### Amount Financed Itemization

Amount paid to others on my behalf: \$30,796.27 to EAST COAST HONDA	<b>\$30,796.27</b>
Notes Principal:	<b>\$30,796.27</b>
Prepaid Finance Charges:	<b>\$0.00</b>
<b>Amount Financed:</b>	<b>\$30,796.27</b>

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SOUTH STATE BANK  
P O BOX 118068  
CHARLESTON SC 29423-9910

TAMMY BATTEN WEST  
JOHN TURNER WEST JR  
847 LOOP CIR  
LONGS SC 29568-7535

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**Loan Payoff Statement**

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Loan Payoff for:  
TAMMY BATTEN WEST  
JOHN TURNER WEST JR  
847 LOOP CIR  
LONGS SC 29568-7535

Loan Number: [REDACTED]  
Date Quoted: Aug 13, 2019  
Payoff Good To: Aug 23, 2019  
Method: 1/0

Collateral: 2017 HONDA CRV

Principal: \$19,276.16  
Interest To Aug 23, 2019: \$42.08  
**Net Amount Due:** \$19,318.24

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**Additional Information**

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One Day's Interest: \$1.32

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Note 12502655 - TAMMY BATTEN WEST					
Account Classification					
Warnings					
Loan To Date					
▲ Date	Description	Transaction Amount	Principal	Interest	Principal Balance
Mar 08, 2017	Original Rate	Interest Rate:	2.490000		
Mar 08, 2017	<u>NEW LOAN ACTIVATION</u>	\$30,796.27	\$30,796.27		\$30,796.27
Apr 20, 2017	Payment - Extra To Principal	\$465.00	\$374.67	\$90.33	\$30,421.60
May 22, 2017	Payment - Extra To Principal	\$465.00	\$398.60	\$66.40	\$30,023.00
Jun 20, 2017	Payment - Extra To Principal	\$465.00	\$405.60	\$59.40	\$29,617.40
Jul 21, 2017	Payment - Extra To Principal	\$465.00	\$402.37	\$62.63	\$29,215.03
Aug 21, 2017	Payment - Extra To Principal	\$465.00	\$403.22	\$61.78	\$28,811.81
Sep 20, 2017	Payment - Extra To Principal	\$465.00	\$406.04	\$58.96	\$28,405.77
Oct 20, 2017	Payment - Extra To Principal	\$465.00	\$406.87	\$58.13	\$27,998.90
Nov 20, 2017	Payment - Extra To Principal	\$465.00	\$405.79	\$59.21	\$27,593.11
Dec 20, 2017	Payment - Extra To Principal	\$465.00	\$408.53	\$56.47	\$27,184.58
Jan 22, 2018	Payment - Extra To Principal	\$465.00	\$403.82	\$61.18	\$26,780.76
Feb 20, 2018	Payment - Extra To Principal	\$465.00	\$412.01	\$52.99	\$26,368.75
Mar 20, 2018	Payment - Extra To Principal	\$465.00	\$414.64	\$50.36	\$25,954.11
Apr 20, 2018	Payment - Extra To Principal	\$465.00	\$410.12	\$54.88	\$25,543.99
May 21, 2018	Payment - Extra To Principal	\$465.00	\$410.99	\$54.01	\$25,133.00
Jun 20, 2018	Payment - Extra To Principal	\$465.00	\$413.56	\$51.44	\$24,719.44
Jul 20, 2018	Payment - Extra To Principal	\$465.00	\$414.41	\$50.59	\$24,305.03
Aug 20, 2018	Payment - Extra To Principal	\$465.00	\$413.60	\$51.40	\$23,891.43
Sep 20, 2018	Payment - Extra To Principal	\$465.00	\$414.48	\$50.52	\$23,476.95
Oct 22, 2018	<u>Payment - Extra To Principal</u>	\$465.00	\$413.75	\$51.25	\$23,063.20
Nov 20, 2018	Payment - Extra To Principal	\$465.00	\$419.38	\$45.62	\$22,643.82
Dec 20, 2018	Payment - Extra To Principal	\$465.00	\$418.66	\$46.34	\$22,225.16
Jan 22, 2019	Payment - Extra To Principal	\$465.00	\$414.97	\$50.03	\$21,810.19
Feb 20, 2019	Payment - Extra To Principal	\$465.00	\$421.86	\$43.14	\$21,388.33
Mar 20, 2019	Payment - Extra To Principal	\$465.00	\$424.15	\$40.85	\$20,964.18
Apr 22, 2019	Payment - Extra To Principal	\$465.00	\$417.81	\$47.19	\$20,546.37
May 20, 2019	Payment - Extra To Principal	\$465.00	\$425.76	\$39.24	\$20,120.61
Jun 20, 2019	Payment - Extra To Principal	\$465.00	\$422.45	\$42.55	\$19,698.16
Jul 22, 2019	Payment - Extra To Principal	\$465.00	\$422.00	\$43.00	\$19,276.16

5:52

# CONSUMER SIMPLE

Last Updated: January 20, 2021 5:4

**\$11,930.43**

Principal Balance

Transactions

Details

DEC 21 2020

5:51

Last Updated: January 20, 2021 5:4

**\$11,930.43**

Principal Balance

Transactions

Details

## Details

**Next Payment Amount**

4

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AFFIDAVIT & NOTIFICATION OF SALE OF MOTOR VEHICLE (Entire Form Must Be Typed or Printed)

No. 43132026

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Personally appeared before me EAST COAST HONDA (Seller) 026-460525 (Dealer Retail Tax #)

8756A HWY 17 BYP S MYRTLE BEACH SC 29588-0669 (Address)

who being duly sworn, deposes and says that on the 4th day of MARCH 20 2017

he sold the following motor vehicle: Make HONDA Model CRV

Year 2017 Identification (Serial) No. 2HKRW1H87HH508034

License No. to TAMMY BATTEN WEST (Buyer)

847 LOOP CIRCLE LONGS HORRY SC 29568 (Street) (City) (County) (State) (Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder SOUTH STATE BANK Amount N/A

Address PO BOX 118068 CHARLESTON SC 29423 Date 03/04/2017

I certify that the odometer now reads 13 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.
(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

(Signature of Seller)

EAST COAST HONDA (Print Seller's Name)

(Signature of Buyer)

TAMMY BATTEN WEST (Print Buyer's Name)

Property Tax Section

Check One:

Purchase License Plate

D.L. Number 004269893

License Plate Issued

XX Transfer License Plate

Signature of Buyer/if purchasing plates

Property taxes will be due in 120 days

EXHIBIT 6

These warranties are given by  **HONDA**

Table of Contents

**Introduction**

- Customer Satisfaction .....2
- Some Repairs May Be Covered Beyond the Limited Warranty .....5
- A Quick Reference to Warranty Coverages .....6

**Your Warranties in Detail**

- General Warranty Provisions .....8
- New Vehicle Limited Warranty .....9
- Powertrain Limited Warranty.....10
- Federal Emissions Warranties .....11
- Federal Emissions Systems Coverage .....17
- California Emissions Warranties .....18
- California Emissions Systems Coverage .....25
- Hybrid Powertrain Warranty .....26
- Tires .....27
- Seat Belt Limited Warranty .....28
- Rust Perforation Limited Warranty .....29
- Accessory Limited Warranty .....30
- Replacement/Remanufactured Parts Limited Warranty.....32
- Replacement Battery Limited Warranty.....33
- Replacement Exhaust Components Lifetime Limited Warranty .....34

**Your Responsibility**

- Operation and Maintenance of Your Honda .....35
- How to Get Warranty Service .....37
- Warranty Coverage Outside the United States .....38
- Limitations and Disclaimers.....39

Honda Automobile Division, a division of American Honda Motor Co., Inc., gives these warranties on behalf of American Honda Motor Co., Inc., 1919 Torrance Boulevard, Torrance, California 90501-2746, a California Corporation.

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0387

## Customer Satisfaction

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Your complete satisfaction with your Honda automobile is our main goal. All personnel at Honda automobile dealerships are thoroughly trained to provide the best service for your vehicle. If you are not satisfied with any maintenance or repair work done by the dealership, follow these three steps:

**Step 1** - Talk over your concerns with the dealership's management, such as the service manager or general manager. In most cases, a satisfactory solution is found at this step.

**Step 2** - We recognize that, on some occasions, a customer will not be totally satisfied with a dealer's decision or actions in Step 1. If this is the case, you should call or write Honda Automobile Customer Service. The address and telephone number are on the inside front cover of this booklet.

### 2 Introduction

Please provide the following information:

- Year, model, and Vehicle Identification Number (VIN) of your vehicle, and its current mileage;
- The name of the dealer who sold you the vehicle;
- The name of the dealer who services your vehicle;
- Date, mileage, and reason for each visit to a Honda dealership;
- Any non-Honda dealership repair service for the problem(s); and
- Your daytime and evening telephone numbers.

The staff of Honda Automobile Customer Service is interested in working with you and the dealership to find a satisfactory solution.

**Step 3** - If you disagree with the decision reached by the staff of Honda Automobile Customer Service, you may request to have your case reviewed in an independent forum run by the National Center for Dispute Settlement (NCDS). You may file a claim at any time by calling NCDS toll-free at 877-545-0055.

You may also write to:

National Center for Dispute Settlement  
P.O. Box 1108  
Mt. Clemens, MI 48046

AHM\_WEST\_000582

## Customer Satisfaction

The purpose of NCDS is to resolve disputes between vehicle manufacturers and their customers. NCDS's decision makers are impartial third parties who will listen to both the customer and the manufacturer and decide what can be done to resolve the disagreement.

NCDS's decision is not binding on you unless you agree to accept it. If you accept the decision, Honda will abide by it. Generally, disputes submitted to NCDS are resolved within 40 days (47 days if you have not first contacted Honda about your complaint).

Honda offers you the opportunity to mediate and arbitrate a disagreement through NCDS because we want you to feel that you have been treated fairly.

Eligibility is limited by your vehicle's age, mileage, and other factors. In order to file a claim, you need to provide your name and address, the Vehicle Identification Number (VIN) of your vehicle, and a brief statement outlining the disagreement. Initially, NCDS may try to resolve the disagreement through mediation. If this is not successful, your complaint will be reviewed by an impartial arbitrator. You may present the facts of your case to the arbitrator at an informal meeting.

We encourage you to use this program before, or instead of, going to court. It is informal, free of charge to you, and generally resolves problems much faster than the court system. Lawyers are usually not involved in the resolution of claims through NCDS, although you may obtain one at your own expense if you choose.

If you want to go to court, Honda does not require you to first file a claim with NCDS. Please note that laws in some states may require that you file a claim with NCDS before you can proceed to a state-operated dispute resolution process or the court system. If you do not accept the decision of NCDS, you can still go to court.

## Customer Satisfaction

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### **Lemon Laws**

Many states have enacted what are commonly referred to as “Lemon Laws.” Although the details of these laws vary from state to state, their main purpose is to assure you certain rights if you have problems with your new vehicle. In general terms, these laws usually say that if your new vehicle has a problem that cannot be repaired in several attempts, or has a series of problems that keep it out of service for an extended period, you may qualify for relief under the lemon law in your state.

Some states require you to notify the manufacturer about the problem(s), and some states give the manufacturer, or its representative, a chance to correct the problem(s). A state may require you to submit your complaint to a dispute resolution program, such as NCDS, before proceeding to other forums.

Lemon laws have many provisions. If you feel your new Honda qualifies for consideration under the lemon law in your area, we suggest you check the laws in your state.

We want you to be satisfied with your Honda automobile. If you have any questions, please contact your Honda automobile dealer or Honda Automobile Customer Service.

**American Honda Motor Co., Inc.  
Honda Automobile  
Customer Service  
Mail Stop 500-2N-7A  
1919 Torrance Boulevard  
Torrance, CA 90501-2746  
(800) 999-1009**

## Some Repairs May Be Covered Beyond the Limited Warranty

Honda may cover, on a case-by-case basis, some or all of the cost to repair a problem that is not covered by your vehicle's limited warranties.

If your vehicle develops a problem you feel should be repaired by Honda at no cost, discuss it with your dealer.

If you are not satisfied with your Honda automobile dealer's decision, call or write Honda Automobile Customer Service (the address and telephone number are on the inside front cover of this booklet).

Please provide this information about your vehicle: year, model, Vehicle Identification Number (VIN), mileage, maintenance history, a detailed explanation of the problem, and why you think Honda should be responsible for the repair. Your request will be investigated, and you will be informed of Honda's decision.

Sometimes Honda offers a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the warranty. Check with your dealer to determine whether any adjustment program is applicable to your motor vehicle.

## A Quick Reference to Warranty Coverages

---

This is a brief summary of the warranties covering your 2017 Honda. Please refer to the listed page for a full description of each warranty's coverage and limitations.

**New Vehicle Limited Warranty** ..... 9  
 Every new Honda is covered, including the 12-volt battery, for 3 years or 36,000 miles, whichever comes first. The tires are warranted separately.

**Powertrain Limited Warranty** ..... 10  
 The powertrain in your new Honda is covered for 5 years or 60,000 miles, whichever comes first.

**Federal Emissions Warranties** ..... 11  
 The Emissions-related Defects and Performance Warranties cover the components that make up your Honda's emissions control systems.

**California Emissions Warranties** ..... 18  
 The Emissions Control Systems Defects and Performance Warranties cover Honda vehicles registered and operated in California or in other States that have adopted California emissions warranty regulations.

**Hybrid Powertrain Warranty** ..... 26  
 The Hybrid Powertrain Warranty (includes Integrated Motor Assist (IMA) systems) applies to all new Honda models with hybrid powertrains.

**Tires** ..... 27  
 The original tires are warranted by their manufacturer. Your Honda automobile dealer will be glad to assist you in contacting a local representative of the tire's manufacturer, if needed.

## A Quick Reference to Warranty Coverages

**Seat Belt Limited Warranty** ..... 28  
 Seat belts that fail to function properly are covered for 15 years or 150,000 miles, whichever comes first.

**Rust Perforation Limited Warranty**..... 29  
 Honda will repair or replace any body panel on your vehicle that rusts from the inside out. This coverage extends for 5 years with no mileage limit.

**Coverage of Accessories and Replacement Items**

**Accessory Limited Warranty** ..... 30  
 All Honda accessories are covered up to 3 years or 36,000 miles, whichever comes first, depending on time of installation.

**Replacement/Remanufactured Parts Limited Warranty**..... 32  
 Honda Genuine replacement parts purchased from a Honda automobile dealer are covered for at least 1 year. Honda Genuine Remanufactured Parts purchased from a Honda automobile dealer are covered up to 3 years or 36,000 miles, whichever comes first, depending on place of installation.

**Replacement Battery Limited Warranty**..... 33  
 A replacement battery purchased from a Honda automobile dealer is covered by a 100-month (8 years and 4 months) limited warranty.

**Replacement Exhaust Components Lifetime Limited Warranty** ..... 34  
 Replacement exhaust components (muffler, A-pipe, and B-pipe) purchased from your Honda automobile dealer are covered for as long as you own the vehicle. Installation is included if the covered exhaust components were originally installed by your Honda automobile dealer.

## General Warranty Provisions

The warranty coverages in this booklet are offered only to the owner or lessee of a 2017 Honda automobile. To be covered, the vehicle must be distributed by American Honda through the Honda Automobile Division, and sold or leased by a Honda automobile dealer in the United States, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands.

Parts replaced under any of the warranties in this booklet become the property of Honda. Honda will make the final decision whether to repair any existing part or assembly or replace it.

Honda may use factory-remanufactured parts rather than new parts for some warranty repairs. Those parts, like new parts, are covered for the remainder of the New Vehicle Limited Warranty (see page 9).

### 8 Your Warranties in Detail

The warranties in this booklet do not cover:

- The failure of any part or accessory due to:
    - Abuse, misuse, accidental damage, or acts of nature.
    - Improper installation or maintenance.
    - A low fluid level or the use of a fluid other than specified by Honda.
    - The installation of any part that is not equal to the original in quality of materials or workmanship.
    - Use of the vehicle in competition or racing events.
  - Any installed part or accessory that fails because it was not designed to fit that year and model of Honda automobile.
  - Any vehicle with an odometer that has been altered so it is impossible to determine the actual mileage.
- Any vehicle while it is registered or normally driven outside of the United States, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands.
  - Any failure caused by modifying the vehicle, or installing accessories not authorized by Honda.
  - Any incidental expenses or inconvenience incurred due to the loss of use of your vehicle.
  - Any vehicle that has ever been declared a total loss or sold for salvage by a financial institution or insurer, or that has been issued a “salvage” or similar title under any state's law. This exclusion does not apply to the Emissions Warranties, the Seat Belt Limited Warranty, the Replacement Parts Limited Warranty, or any recalls or other campaigns.

AHM\_WEST\_000588

## New Vehicle Limited Warranty

### Time and Mileage Period

This warranty begins on the date the vehicle is put into use in one of the following ways:

- The vehicle is delivered to the first purchaser by a Honda automobile dealer.
- The vehicle is leased.
- The vehicle is used as a demonstrator or company vehicle.

Your vehicle is covered for 3 years or 36,000 miles, whichever comes first. Some parts may have separate coverage under other warranties described in this book.

### Warranty Coverage

Honda will repair or replace any part that is defective in material or workmanship under normal use. See **Proper Operation** on page 35. All repairs/replacements made under this warranty are free of charge. The replaced or repaired parts are covered only until this New Vehicle Limited Warranty expires.

### This New Vehicle Limited Warranty Does Not Cover:

- Normal wear or deterioration of any part.
- Cleaning and polishing.
- The adding of any fluids, unless they are needed as part of a warranty repair.
- Broken, chipped, or scratched window glass unless it is due to a defect in material or workmanship.
- Any item concerning your vehicle's general appearance that is not due to a defect in material or workmanship. Cosmetic flaws or minor damage to the body, paint, or other items may occur during manufacture or shipping of your vehicle. If you find any uncorrected flaws or damage on your new vehicle, notify the dealer as soon as possible after delivery.

- Expendable maintenance items (such as filters, or brake pads/linings) when replaced due to normal wear or customer abuse.

### Limited Warranty Coverage

- Original equipment batteries for key fobs and remotes are covered for the first 6 months of ownership.
- Original equipment wiper blade inserts are covered for the first 6 months of ownership.
- Wheel balancing and wheel alignment are covered for the first year or 12,000 miles, whichever comes first, unless required as part of a warranty repair.
- Air conditioner refrigerant is covered for the first 2 years or 24,000 miles, whichever comes first, unless required as part of a warranty repair.

Your Warranties in Detail 9  
AHM\_WEST\_000589

## Operation and Maintenance of Your Honda

By keeping your Honda in top condition, you will be rewarded with years of trouble-free service at the lowest operating cost. The keys to keeping your Honda in top condition are proper operation and regular maintenance.

### Proper Operation

Your Honda is designed for use as a passenger vehicle. You should use it on designated public roads and highways. These are some of the things you should do to take care of your Honda:

- Avoid exceeding your vehicle's load limit. This puts excess strain on the engine, brakes, and several other systems in your vehicle. Refer to the owner's manual to find the location of the load limit label on your vehicle.

*\*except Civic Natural Gas*

- Operate your Honda within the legal speed limit.
- Drive your Honda regularly over a distance of several miles. Like a person, a vehicle functions better with regular exercise.
- Always use an unleaded gasoline of the proper octane number\* (anti-knock index) and that does not have any unapproved additives in it. See your owner's manual for more information.

### Maintenance

You should check the engine oil and radiator coolant levels each time you fill the gas tank. This protects the vital systems of your Honda and may help you discover potential problems.

Always maintain your 2017 Honda as suggested by the vehicle's Maintenance Minder™. The services suggested by the vehicle's Maintenance Minder™ should never be exceeded. They are essential to trouble-free operation. **Parts that fail because they did not get proper, timely maintenance are not covered by warranty.** However, a warranty claim will not be denied if a part fails due to a defect in material or workmanship for reasons unrelated to improper maintenance or operation.

## Operation and Maintenance of Your Honda

---

The people at your Honda automotive dealer are fully trained and equipped to efficiently perform scheduled maintenance on your 2017 Honda. However, service at the Honda automobile dealer is not mandatory for continued warranty coverage. You can have scheduled maintenance done somewhere other than your Honda automobile dealer, or you can do the maintenance yourself if you have the tools and skills necessary to correctly service your vehicle.

If you regularly take your vehicle to the Honda automobile dealer for scheduled maintenance, the dealership personnel will know its history if you need to make a warranty claim.

If someone else has been performing the maintenance, you may need to provide evidence that you have properly maintained the vehicle.

This evidence may consist of one or more of these items:

- Copies of repair orders or other receipts that include the odometer mileage and date that the vehicle was serviced. Each receipt should be signed by a qualified automotive service technician.
- A statement that you completed the maintenance yourself, showing the odometer mileage and date you did the work. Receipts for the replacement parts (fluids, filters, etc.) should accompany this statement.

**NOTE:** As an aid for the next owner, keep all maintenance receipts with the vehicle if it is sold.

## How to Get Warranty Service

You should take your vehicle along with proof of the purchase date to a Honda automobile dealer during normal service hours. If your warranty claim is for a remanufactured part or Honda Genuine accessory that was originally installed by a Honda automobile dealer, also bring proof of the vehicle's mileage at the time of installation.

If your vehicle cannot be driven, contact the nearest Honda automobile dealer for towing assistance. **You do not have to pay for towing to the nearest Honda automobile dealer if the failure is covered by any of the warranties in this book.**

### Emergency Repairs

Honda recognizes that your vehicle could develop a serious problem needing immediate repair at a facility other than a Honda automobile dealer.

Honda will reimburse you for the repair if:

- The repair would normally be covered by one of the warranties in this booklet.
- and
- All Honda automobile dealers within 50 miles of the breakdown were closed at the time, or there were no Honda automobile dealers within 50 miles.
- and
- The vehicle was immobile, or attempting to drive the vehicle would cause further damage or be unsafe.

For reimbursement, go to any Honda automobile dealer. You must show a copy of the paid receipt, and the replaced part(s). The dealer will reimburse you for the part(s) at the current manufacturer's suggested retail price. You will be reimbursed for labor at a geographically appropriate labor rate for Honda's recommended time allowance.

If you are ever dissatisfied with a warranty service or decision from a Honda automobile dealer, please refer to the Customer Satisfaction section on pages 2-4.

# EXHIBIT 7

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S.C. DOCUMENT OF REGISTRATION  
S.C. DEPARTMENT OF MOTOR VEHICLES

KEVIN A. SHWEDO  
EXECUTIVE DIRECTOR

PLATE NUMBER	FJX332	TITLE	770920327232517
PLATE CLASS	RP1	EQUIPMENT NO.	
ISSUE DATE	07/10/2018	COUNTY	26
PLATE EXP.	07/2019	VEHICLE NO.	25174273
DECAL EXP.	07/2019	FLEET NUMBER	
VIN	2HKRW1H87HH508034		
YEAR	2017		
MAKE	HOND		
BODY	SU		

VEHICLE TYPE 1  
EMPTY/CVW 3308 / 0

CUSTOMER NO. 26124591  
WEST, TAMMY BATTEN

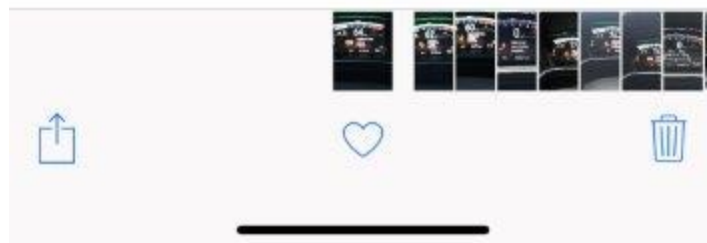
847 LOOP CIR  
LONGS

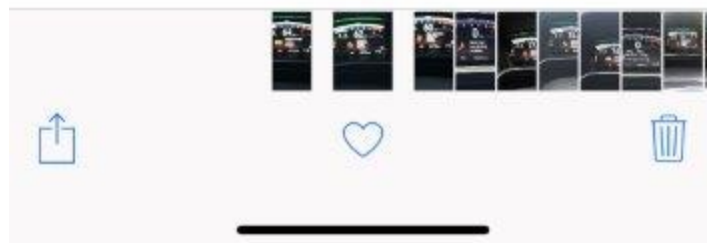
SC 295687535

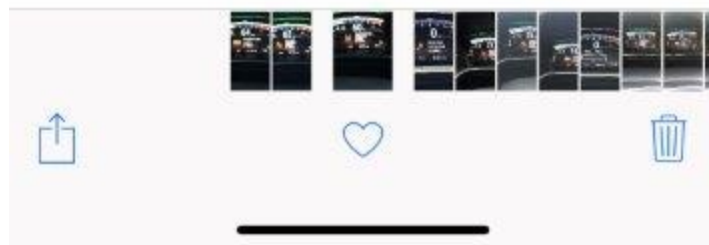
94206778

EXHIBIT 8

ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018CP2606346







CUSTOMER COMMENTS

NAME: TAMMY BATTEN WEST

NAME ID 12779

- 1. 4/14/17 VEHICLE CAME IN FOR LIGHTS ON DASH, NO LIGHTS AT THIS
- 2. TIME NO CODES IN SYSTEM. RECALIBRATED TIRE LIGHT
- 3.
- 4.
- 5.

**EXHIBIT 11**

VEHICLE COMMENTS

SERIAL # 2HKRW1H87HH508034

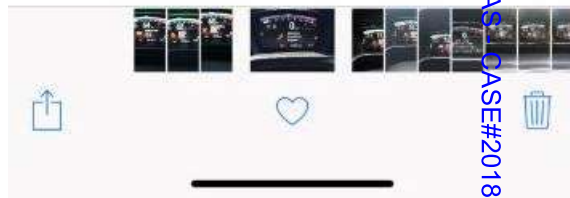
- 1.
- 2.
- 3.
- 4.
- 5.

(RETURN)

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EXHIBIT 1



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HCRRY - COMMON PLEAS - CASE#2018



EXHIBIT 3



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018



EXHIBIT 4



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018



EXHIBIT 5



ELECTRONICALLY FILED - 2021 Jun 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018



EXHIBIT 6



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HOPPEY - COMMON PLEAS - CASE#2018



EXHIBIT 17



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HOFFY - COMMON PLEAS - CASE#2018



EXHIBIT 18



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018



EXHIBIT 19



ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - HORRY - COMMON PLEAS - CASE#2018



EXHIBIT 00



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EXHIBIT 21

ELECTRONICALLY FILED - 2021 Jan 22 7:19 PM - Horry - COMMON PLEAS - CASE#2018CP2606346

CUSTOMER NO. <b>12779</b>	ADVISOR <b>IRWIN CUMBERBATCH</b>	TAG NO. <b>9661</b>	34	INVOICE DATE <b>10/06/17</b>	INVOICE NO. <b>HOES346589</b>
TAMMY BATTEN WEST 847 LOOP CIRCLE LONGS, SC 29568	LABOR RATE	LICENSE NO.	MILEAGE <b>10,154</b>	COLOR <b>MODERN STEE</b>	STOCK NO. <b>70990</b>
	YEAR / MAKE / MODEL <b>17/HONDA/CRV/2WD EXL CVT</b>			DELIVERY DATE <b>03/04/17</b>	DELIVER MILES <b>13</b>
	VEHICLE I.D. NO. <b>2 H K R W 1 H 8 7 H H 5 0 8 0 3 4</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE <b>10/04/17</b>	
RESIDENCE PHONE	BUSINESS PHONE <b>843-369-8852</b>	COMMENTS			

CELL :

LABOR & PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
<b>J# 1 07HOZ BODY ELECTRICAL TECH(S):23321</b>					
CUSTOMER IS VERY FRUSTRATED WITH CONTINUOUS PROBLEMS WITH ADAPTIVE CRUISE, LANE DEPARTURE, ETC. 9X'S SINCE 6/21/17					
DIAG FOUND DTC FOR R/REAR RADAR B18A1					
REPLACED RADAR ASSEMBLY					
7381B6/1.4/03214/00101					
<b>JOB # 1</b>					
1 36936-TLA-A01 RADAR SUB 36999					
JOB # 1 TOTAL PARTS 0.00					
JOB # 1 TOTAL LABOR & PARTS 0.00					
<b>J# 2 26HOZA-R/C RECALL/CAMP TECH(S):23321</b>					
CHECK FOR ANY OPEN CAMPAIGNS/RECALLS					
NO OPEN					
<b>JOB # 2</b>					
2 26HOZA-R/C RECALL/CAMP					
JOB # 2 TOTAL PARTS 0.00					
JOB # 2 TOTAL LABOR & PARTS 0.00					
<b>J# 3 23HOZ OIL &amp; FILTER CHANGE TECH(S):23321</b>					
OIL AND FILTER SERVICE					
CHECK TIRE PRESSURE TOP OFF FLUIDS					
NEEDS SERVICE MILES OR MONTHS					
COMPLETED SERVICE W/TIRE PRESSURE SET AND TOP OFF FLUIDS.					
<b>JOB # 3</b>					
1 PKLOF25 OW20ACE					
5 OIL2 SUPER SYN					
1 15400-PLM-A02 FILTER, O 15400					
1 94109-14000 WASHER, D 90400					
JOB # 3 TOTAL PARTS 0.00					
JOB # 3 TOTAL LABOR & PARTS 0.00					
<b>MISC</b>					
JOB # 1 CDLI COUPON DISCOUNT INTERNAL LABOR					
JOB # 1 CDPI COUPON DISCOUNT PARTS INTERNAL					
JOB # 1 ECEC EAST COAST EXTRA CARE OIL CHANGE					
TOTAL - MISC 0.00					

**EXCLUSION OF WARRANTIES**  
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

**NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.**

DO WE HAVE YOUR CORRECT:

PHONE #: \_\_\_\_\_?

ADDRESS: \_\_\_\_\_?

EMAIL: \_\_\_\_\_?

**THANK YOU**  
FOR YOUR BUSINESS!

The Reynolds and Reynolds Company, FRM000001, C0510947, Q (1/1/17)

Increase the lifespan  
of your tires with an  
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MYRTLE BEACH, SC 29588  
(843) 215-6500  
www.eastcoastcars.com

CELL: 843

CUSTOMER NO <b>12779</b>	ADVISOR <b>IRWIN CUMBERBATCH</b>	TAG NO. <b>9661 34</b>	INVOICE DATE <b>10/06/17</b>	INVOICE NO <b>HOES346589</b>
TAMMY BATTEN WEST 847 LOOP CIRCLE LONGS, SC 29568	LABOR RATE	LICENSE NO	MILEAGE <b>10,154</b>	COLOR <b>MODERN STEE</b>
	YEAR / MAKE / MODEL <b>17/HONDA/CRV/2WD EXL CVT</b>	DELIVERY DATE <b>03/04/17</b>		STOCK NO. <b>70990</b>
	VEHICLE I.D. NO. <b>2 H K R W 1 H 8 7 H H 5 0 8 0 3 4</b>	SELLING DEALER NO.		DELIVERY MILES <b>13</b>
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>10/04/17</b>	
RESIDENCE PHONE <b>843-</b>	BUSINESS PHONE <b>843-369-8852</b>	COMMENTS		

**TOTALS**-----

THANK YOU!!! FOR CHOOSING US FOR YOUR SERVICE NEEDS!!!

EFFECTIVE SEPTEMBER 15 2007:AN EAST COAST HONDA EXCLUSIVE

4 YEARS OR 48,000 MILE WARRANTY ON ANY CUSTOMER PAY REPAIRS  
(TO ORIGINAL PURCHASER, EXCLUDING WEAR ITEMS)  
THIS WARRANTY EXTENSION IS AN EAST COAST HONDA EXCLUSIVE!!!!  
ANY REPAIRS UNDER THIS WARRANTY MUST BE PERFORMED BY THE  
SERVICE DEPARTMENT AT EAST COAST HONDA.

DO WE HAVE THE CORRECT ADDRESS AND PHONE NUMBERS?

DO WE HAVE YOUR EMAIL ADDRESS?

CASH DEBIT VISA M/C AMEX DIS CHARGE CHECK NO.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**EXCLUSION OF WARRANTIES**

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

DO WE HAVE YOUR CORRECT:

PHONE #: \_\_\_\_\_ ?

ADDRESS: \_\_\_\_\_ ?

EMAIL: \_\_\_\_\_ ?

**THANK YOU**

FOR YOUR BUSINESS!

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

The Reynolds and Reynolds Company FRANTINE CCB10647 Q (11/17)

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EXHIBIT 22

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CELL: 843

CUSTOMER NO <b>12779</b>	ADVISOR <b>IRWIN CUMBERBATCH</b>	TAG NO <b>9661</b>	034	INVOICE DATE <b>10/17/17</b>	INVOICE NO <b>HOCS347575</b>
TAMMY BATTEN WEST 847 LOOP CIRCLE LONGS, SC 29568	LABOR RATE	LICENSE NO.	MILEAGE <b>10,841</b>	COLOR <b>MODERN STEE</b>	STOCK NO <b>70990</b>
	YEAR / MAKE / MODEL <b>17/HONDA/CRV/2WD EXL CVT</b>			DELIVERY DATE <b>03/04/17</b>	DELIVERY MILES <b>18</b>
	VEHICLE I.D. NO. <b>2 H K R W 1 H 8 7 H H 5 0 8 0 3 4</b>			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE <b>10/17/17</b>
RESIDENCE PHONE <b>843-</b>	BUSINESS PHONE <b>843-369-8852</b>	COMMENTS			

<b>LABOR &amp; PARTS</b>			
<b>J# 1 07HOZ</b>	<b>BODY ELECTRICAL</b>	<b>TECH(S):68</b>	<b>WARRANTY</b>
RE AIME FROM RADAR AIMED RADAR AND UPDATED SOFTWARE 7453A0/.7/03214/01201 PN/36803-TLB-A03			
<b>JOB # 1 TOTAL LABOR &amp; PARTS</b>			<b>0.00</b>
<b>J# 2+07HOZELECTST</b>	<b>ELECTRICAL TEST</b>	<b>TECH(S):68</b>	<b>WARRANTY</b>
RADAR SOFT WARE COMPLETED UPDATE..7385A2/.2/03214/01201			
<b>JOB # 2 TOTAL LABOR &amp; PARTS</b>			<b>0.00</b>
<b>COMMENTS</b>			
NEEDS LOANER CAR			
<b>TOTALS</b>			
THANK YOU!!! FOR CHOOSING US FOR YOUR SERVICE NEEDS!!!		TOTAL LABOR....	0.00
EFFECTIVE SEPTEMBER 15 2007:AN EAST COAST HONDA EXCLUSIVE		TOTAL PARTS....	0.00
4 YEARS OR 48,000 MILE WARRANTY ON ANY CUSTOMER PAY REPAIRS (TO ORIGINAL PURCHASER, EXCLUDING WEAR ITEMS)		TOTAL SUBLET...	0.00
THIS WARRANTY EXTENSION IS AN EAST COAST HONDA EXCLUSIVE!!!!		TOTAL G.O.G....	0.00
ANY REPAIRS UNDER THIS WARRANTY MUST BE PERFORMED BY THE SERVICE DEPARTMENT AT EAST COAST HONDA.		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
		<b>TOTAL INVOICE \$</b>	<b>0.00</b>
DO WE HAVE THE CORRECT ADDRESS AND PHONE NUMBERS?			
DO WE HAVE YOUR EMAIL ADDRESS?			
CASH DEBIT VISA M/C AMEX DIS CHARGE CHECK NO.			

**EXCLUSION OF WARRANTIES**  
Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer include, but are not limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

**NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLES OR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.**

CUSTOMER SIGNATURE \_\_\_\_\_

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

DO WE HAVE YOUR CORRECT:

PHONE #: \_\_\_\_\_ ?

ADDRESS: \_\_\_\_\_ ?

EMAIL: \_\_\_\_\_ ?

**THANK YOU**  
FOR YOUR BUSINESS!

The Reynolds and Reynolds Company Fax: 800-828-6887

**Tammy West  
847 Loop Circle  
Longs, SC 29568  
843-283-6469**

**July 25, 2018**



**American Honda Motor Co., Inc  
1919 Torrance Blvd  
Torrance, CA 90501-2746**

TO WHOM IT MAY CONCERN:

I am writing to notify you of the problems I am/have been experiencing with my 2017 Honda CR-V, VIN 2HKRW1H87HH508034 and to request that you correct this problem within fifteen (15) days of your receipt of this letter.

I purchased my vehicle from East Coast Honda, Myrtle Beach, SC on March 04, 2017. Exactly one month to the date of purchase, April 04, 2017, I began having trouble with the sensor on the vehicle. I took my vehicle back to the dealer for repairs on 4-14-17, 10-4-17, 10-17-17, 5-16-18, 6-11-18, 6-14-18, 6-20-18, 7-2-18 and 7-19-18 but, to date, the dealer has been unable to correct the problem. I have also kept a detailed log of the issues I have had with this vehicle since the date of purchase.

This problem impairs the use and value of my vehicle. Therefore, if you and/or your dealer are unable to correct this problem, I will expect you to replace or repurchase the vehicle.

Please contact me on receipt of this letter at the above address or telephone number to arrange a mutually convenient date and time for you to have an opportunity to inspect my vehicle and make any necessary repairs.

Sincerely,

  
**Tammy B West**

Enclosures:  
Certified Mail 70150640000572792122  
Customer's Documentation

**2017 CR-V - Purchased 3-4-2017 (VIN#: 2HKRW1H87HH508034)**

DATE	DESCRIPTION OF PROBLEM	NOTIFICATION	RESULTS	Weather
4/4/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem / mileage 1705	Text to Melissa		Overcast / West Bear Grass Rd / no construction
4/11/17	Tire Pressure Light on	None	John checked tire pressure; pressure off maybe 1 lb	John added a little air
4/14/17	Made appt (10:30) took car to East Coast for service on lights		Placed on computer and everything checked out fine	N/A - tire pressure gauge reset
4/16/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Text to Melissa	Advised to call Kendall and discuss - stated light must be on in order to find issue. When car is turned off and restarted this resets the issue.	Sunny / Hwy 74 / no construction
5/15/17	Blind Spot Info System Problem	None	I turned vehicle off and back on and it went away.	Sunny / Leaving work / no construction
6/21/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Cleared before stopping at my destination /	Road were slightly wet; drizzle / no construction
7/14/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Cleared once car turned off	Sunny / driving to work / Hwy 31
8/28/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Placed car in park and was allowed to push back on	Overcast / Hwy 22 / no construction
8/31/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Placed car in park and was allowed to push back on	Overcast / Hwy 31 / no construction
9/4/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Placed car in park and was allowed to push back on	Sunny / Hwy 9 / no construction
9/6/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Came on and cleared before I could stop to place car in park	Overcast / Hwy 31 / no construction
9/21/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Came on and cleared before I could stop to place car in park / turned sensor off	Partly cloudy/ Hwy 22 / no construction
9/26/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Came on and cleared before I could stop to place car in park / had sensor turned off	International Rd / Cloudy/ no construction

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9/29/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	None	Placed car in park and was allowed to push back on / Had sensor turned off	Overcast / Hwy 31 / no construction
9/30/17	Blind Spot Info System Problem	None	Turned vehicle off and back on	Sunny / Whiteville in op parking lot
10/4/17	<b>TAKEN IN FOR THIS ISSUE</b>	<b>Irwin</b>	<b>REPLACED REAR RADAR</b>	<b>N/A</b>
10/10/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Irwin / provided pics by email	Cleared once car turned off	Overcast-cloudy; road minor wet / Hwy 31/ no construction
10/11/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Irwin / provided pics by email	Cleared after approximately 5 minutes	Overcast-cloudy; road / Hwy 31/ no construction
10/13/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Irwin / provided pics by email	Cleared once car turned off	Overcast-cloudy; road damp / Hwy 31 / no construction
10/14/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Irwin / provided pics by email	Cleared before stopping at my destination	Dark (night); road clear Hwy 22 from Aynor
10/16/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem	Advised when dropping off car on 10-17	Cleared before stopping at my destination	Dusk (evening); clear / Hwy 22 from MB Mall
10/17/17	<b>TAKEN IN FOR THIS ISSUE</b>	<b>Irwin</b>	<b>READJUSTED FRONT RADAR / UPDATED SOFTWARE</b>	<b>N/A</b>
10/25/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem / Also dashlight dims in the evening radio light will not (will not allow you to dim it either) can't turn off	Irwin / provided pics by email	Cleared before stopping at my destination	Clear / Hwy 905 / no traffic or construction
11/17/17	Dashlights flicker different colors when trying to dim in the evening.	None	N/A	Evening - clear
12/11/17	Adaptive Cruise Control Problem; Collision Mitigation System Problem; Road Departure Mitigation System Problem / Also dashlight dims in the evening radio light will not (will not allow you to dim it either) can't turn off	None	Cleared before stopping at my destination	Clear / Hwy 31 / no construction
12/20/17	Lights on radio/dash will not dim / very bright and will not dim or turn off	None	Reset when turned car off	Clear / Hwy 22 / no construction
1/1/18	Auto High-Beam Problem	Irwin / provided pics by email	Cleared when turning off car	Clear & Cold / daylight (2:30); pulling in my driveway at home

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