

FILED  
JOHN P. HEHMAN  
CLERK

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

2014 FEB 25 PM 12:43

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. DIV. COLUMBUS

**IN RE: PORSCHE CARS NORTH  
AMERICA, INC. PLASTIC COOLANT  
TUBES PRODUCTS LIABILITY  
LITIGATION**

Case No. 2:11-MD-2233

Judge Gregory L. Frost

Magistrate Judge Preston-Deavers

**DECLARATION OF JEFFREY M. EDELSON IN SUPPORT OF  
REQUEST FOR PERMISSION TO INTERVENE**

I, Jeffrey M. Edelson, declare:

1. I am an individual over the age of 18 years and competent to testify based on my own personal knowledge as follows:
2. I am a licensed practicing attorney in the State of Oregon. I am appearing *pro se* in this motion.
3. In approximately 2009, I purchased a 2004 Porsche Cayenne S. It was fully inspected by a Porsche mechanic, and any identified issues were fixed. The problem with the cooling tubes was not discovered or disclosed.
4. Since purchase, I have routinely maintained the vehicle, including regular oil changes, and two brake replacements. I have put approximately 45,000 miles on the car. I only use premium grade gasoline.
5. Approximately two months ago, I received notice that I may be a member of a class action. I briefly reviewed the materials, but I did not understand the technical issues, and could not determine whether I was entitled to any compensation. I did not understand from the notice that the cooling system was likely to spontaneously break down and render the vehicle unusable without a major repair.

6. The notice did not advise me that such a breakdown would cause damage to other parts of my engine. It also did not advise me that the repair costs could be \$3,000, but that the proposed settlement would only pay me up to \$375.

7. On February 6, 2014, Portland experienced a snowstorm. When it snows in Portland, the streets are not rapidly cleared or salted. The Cayenne handled the snow with little difficulty, but I got a warning message that I was low on coolant. The engine temperature rose, and the thermostat for the heat ceased working. I was able to get the car home, but remained snowbound the next three days because I did not have a vehicle. Tow trucks were only handling emergencies, and could not get to my car even after the snow stopped. I was finally able to convince a tow company to get my car on February 12th to take it to my regular mechanic.

8. The mechanic told me the plastic coolant tubes had failed, that he knew about this problem and had replaced a number of them with metal tubes that Porsche was selling. He said he had heard something about a class action. I did some research and found some information. I then looked at the notice that I had put in a drawer, and determined that the class action notice was about the cooling tube problem.

9. I got the invoice for the repair the following day, February 13, 2014, and it was over \$3,000 for repairs related to the coolant tube failures. A copy is attached as Exhibit A. My mechanic has always been fair with prices, and far less expensive than the local Porsche dealership. When I looked again at the class action settlement notice that evening, I was stunned to see that I would only get \$375, at most, and that there were all sorts of requirements about inspections and authorized repair centers. I quickly contacted plaintiffs' attorney, and told him I wanted to opt out of the proposed class settlement. But the opt out date had purportedly expired three days earlier, along with the deadline for objecting to the settlement for the fairness hearing. The attorney told me he couldn't help me, that he was going to argue in favor of the settlement, and that we were now adverse. Apparently he was happy with his proposed \$4.5 million attorney fee award.

10. Later that day, I submitted my opt out notice (Ex. B), but I have no idea whether or not it will be accepted in light of the deadline expiring a few days earlier. I have been in touch with defendant's lawyer, William Kiniry, but he told me that the date had passed and that he was "trying to see if I can find a way to honor your request." His email also stated: "I'm sure you realize that this being a class action settlement, we are not at liberty to amend the rules of the settlement."

11. At this point, I would be happy to be excluded from the settlement. I think the settlement is unfair and insufficient. Had the notice informed me that I might break down on the road, and then only paid about 12% of the cost, I would have opted out sooner. If permitted to opt out, I am capable and willing to prosecute my claim against Porsche Cars North America, Inc.

12. I do not believe any party would suffer any prejudice by virtue of the fact that my opt out notice was four days after the deadline.

13. If I am required to remain as a member of the class over my objection, then I would like the Court to grant leave to consider my specific objections to the proposed settlement as set forth in the accompanying motion.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

DATED this 20th day of February, 2014.



Jeffrey M. Edelson, Pro Se  
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Portland, OR 97204-3730  
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370724

# **Exhibit A**

**Marque Motors**

7310 SW Macadam Avenue  
Portland, OR 97219

**(503) 293-5386**

Customer: EDELSON, JEFF	Vehicle: 2004 PORSCHE CAYENNE S	RO #: 0009239
Address: 3136 SW GALE AVE	License: DQMG	Date: 2/13/2014
City: PORTLAND, OR 97239	VIN: WP1AB29P44LA66693	Page: Page 1 of 2
Phone 1: (503) 721-0922	Ext: MBL/TXT	Engine: 4.5L V8 M48 00
Phone 2: (503) 295-3085	Ext: WORK	Mileage: 85897
		Trans: AUTO A48 0
		PO #:

Tech	Labor Description		Part Description	Labor	Parts	Subtotal
	Qty	Part Number				
37			TOW IN. COOLANT WARNING LIGHT CAME ON. CUSTOMER REFILLED COOLING SYSTEM. LOST COOLANT AGAIN. DIAGNOSE FOR COOLANT LOSS.	0.00		
37			WATER PIPE UPDATE CAYENNE V8. INSTALL UPDATED METAL COOLANT AND HEATER PIPES. REMOVE/INSTALL SECONDARY INJECTION PUMP MOTORS AND ASSOCIATED HOSES. REMOVE/INSTALL UPPER/LOWER ENGINE COVERS. REMOVE/INSTALL TORQUE MOUNT STRUT, REPLACE IF NEEDED. REMOVE/INSTALL AIR FILTER HOUSINGS. REMOVE/INSTALL THROTTLE BODY. REMOVE/INSTALL FUEL RAIL AND INJECTORS. REMOVE/INSTALL INTAKE MANIFOLD. REMOVE/INSTALL VACUUM LINES AND WIRING HARNESSSES AS NEEDED. REMOVE/REPLACE UPDATED COOLANT PIPES AND ADAPERS. REPLACE THERMOSTAT. RESEAL THERMOSTAT HOUSING. REFILL AND BLEED COOLING SYSTEM. PRESSURE TEST AND RUN UNTIL THERMOSTAT OPENS AND FANS CYCLE.	900.00	1036.75	1936.75
	1.00	94610721503	BREATHER HOSE		96.65	
	1.00	946106016C3	BREATHER PIPE		51.60	
	1.00	94810604907	COOLANT PIPE LWR		216.10	
	1.00	94810605906	HEATER PIPE		262.70	
	1.00	94610612303	THERM GASKET		6.45	
	1.00	94810623000	ADAPTER		38.10	
	1.00	948106240C0	WATER HOSE		12.30	
	1.00	94810625900	MOUNTING UPPER		21.25	
	1.00	94810626900	MOUNTING LOWER		21.25	
	1.00	94811014301	O RING TB		18.55	
	3.00	94810627900	BUSHING		12.75	
	1.00	94810640101	HOUSING GASKET		6.35	
	2.00	94811014501	INTAKE MANIFOLD GSKT		67.80	
	2.00	HC32X50	HOSE CLAMP		5.90	
	2.00	99970737041	O RING		23.10	
	1.00	99970747740	O RING		3.00	
	1.00	99610612572	THERMOSTAT		68.70	
	2.00	00004330149	ANTIFREEZE PORSCHE		96.00	

KEY X DONE.

Parts and Labor Repairs are warrantied for 12 months or 12,000 miles, whichever occurs first. Marque Motors does not have any other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Any warranties on parts and other accessories are those made by the manufacturer. Warranty applicable to vehicle owner at time of repairs. No warranty on customer supplied parts.

Marque Motors is not responsible for loss, damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control.

An express mechanic's lien is hereby acknowledged on the above repairs to secure the amount of repairs thereto.

Labor :	\$1,275.00
Parts :	\$1,923.75
Sublet :	\$0.00
Other Fees :	\$0.00
shop/envrmtl :	\$100.00
Subtotal :	\$3,298.75
Sales Tax :	\$0.00
By :	Total : \$3,298.75
	Paid : \$0.00
Total Due :	\$3,298.75

**Marque Motors**

7310 SW Macadam Avenue  
Portland, OR 97219

**(503) 293-5386**

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City: PORTLAND, OR 97239-	VIN: WP1AB29P44LA66693	Page: Page 2 of 2
Phone 1: ( 503 ) 721-0922	Ext: MBL/TXT	Engine: 4.5L V8 M48.00
Phone 2: ( 503 ) 295-3085	Ext: WORK	Mileage: 85897
		Trans: AUTG A48 0
		PO #:

Tech	Labor Description		Part Description	Labor	Parts	Subtotal
	Qty	Part Number				
	THERMOSTAT OPENS AND FANS CYCLE.					
	2.00	AFD	ANTIFREEZE DISPOS		3.20	
	10.00	050535	CLEANING CHEMICALS		5.00	
37	WATERPUMP WITH WATERPIPE UPDATE CAYENNE V8.					
				150.00	232.10	382.10
	REMOVE/INSTALL MULTI-RIBBED BELT. INSPECT BELT AND ROLLERS.					
	REPLACE WATERPUMP.					
	1.00	94810601104	WATERPUMP		225.65	
	1.00	94810611503	GASKET		6.45	
37	STARTER REPLACE CAYENNE V8 03-06. WITH COOLANT PIPE REPLACEMENT.					
				0.00	499.00	499.00
	CHARGE BATTERY.					
	1.00	SR0493X	STARTER		499.00	
37	COOLANT RESEVOIR REPLACE WITH WATERPIPE UPDATE. REMOVE/INSTALL TORQUE STRUT					
				175.00	120.80	295.80
	MOUNT AND RIGHT AIR BOX HOUSING.					
	1.00	95510614722	COOLANT RESERVOIR		105.75	
	1.00	95510644720	RESERVOIR CAP		15.05	
37	REPLACE PARKING BRAKE STRUT CAYENNE. REMOVE/INSTALL LEFT LOWER DASH.					
				50.00	35.10	85.10
	REMOVE/REPLACE STRUT.					
	1.00	95542338900	STRUT P BRAKE		35.10	
37	REPAIR RIGHT TURN SIGNAL LIGHT CONNECTION.					
				0.00		
37	CLEANED THROTTLE BODY, MASS AIR FLOW SENSORS AND INTAKE MANIFOLD.					
				0.00		
	RECOMMEND PREMIUM GAS ONLY FROM CHEVRON.					

KEY X DONE.

Parts and Labor Repairs are warrantied for 12 months or 12,000 miles, whichever occurs first. Marque Motors does not have any other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Any warranties on parts and other accessories are those made by the manufacturer. Warranty applicable to vehicle owner at time of repairs. No warranty on customer supplied parts. Marque Motors is not responsible for loss, damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control. An express mechanic's lien is hereby acknowledged on the above repairs to secure the amount of repairs thereto.

Labor :	\$1,275.00
Parts :	\$1,923.75
Sublet :	\$0.00
Other Fees :	\$0.00
shop/envrmtl	\$100.00
Subtotal :	\$3,298.75
Sales Tax :	\$0.00
By :	Total : \$3,298.75
	Paid : \$0.00
Total Due :	\$3,298.75

# **Exhibit B**

**JEFFREY M. EDELSON**

3136 SW Gale Avenue  
Portland, OR 97239

February 14, 2014

In Re Porsche Cars North America, Inc. Plastic Coolant Tubes Products Liability Litigation  
c/o GCG  
PO Box 35081  
Seattle, WA 98124-3508

Re: Opt-Out

Dear Sir or Madam:

I am writing to be excluded from the Settlement Class. I still own a 2004 Porsche Cayenne S (VIN WP1AB29P44LA66693) that I purchased in approximately 2009.

Very truly yours,



Jeffrey M. Edelson  
JeffEdelson@MHGM.com

JME-G\