

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Adam J. Levitt (*pro hac vice*)  
**DICELLO LEVITT LLP**  
Ten North Dearborn Street, Sixth Floor  
Chicago, Illinois 60602  
Telephone: (312) 214-7900  
alevitt@dicellolevitt.com

Andrew T. Traylor  
**ANDREW T. TRAILOR, P.A.**  
9990 Southwest 77 Avenue, PH 12  
Miami, Florida 33156  
Telephone: 305-668-6090  
andrew@attlawpa.com

H. Clay Barnett, III (*pro hac vice*)  
**BEASLEY, ALLEN, CROW,  
METHVIN, PORTIS & MILES, P.C.**  
272 Commerce Street  
Montgomery, Alabama 36104  
Telephone: (334) 269-2343  
clay.barnett@beasleyallen.com

*Class Counsel*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

IN RE HONDA IDLE STOP LITIGATION

Case No. 2:22-cv-04252-MCS-SK

This Document Relates to:

Hon. Mark C. Scarsi

ALL ACTIONS

**JOINT DECLARATION OF ADAM  
J. LEVITT, H. CLAY BARNETT, III,  
AND ANDREW T. TRAILOR IN  
SUPPORT OF PLAINTIFFS’  
MOTIONS**

[Filed Concurrently with [Proposed]  
Order]

Hearing Date: May 18, 2026  
Place: Courtroom 7C  
Time: 9:00 a.m.

1 ADAM J. LEVITT, H. CLAY BARNETT, III, and ANDREW T. TRAILOR  
2 hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

3 1. I, Adam J. Levitt, duly licensed to practice law in the State of Illinois,  
4 and admitted *pro hac vice* in this Action, am a founding partner of DiCello Levitt  
5 LLP (“DiCello Levitt”) and Co-Class Counsel in this Action.

6 2. I, H. Clay Barnett, III, duly licensed to practice law in the State of  
7 Alabama, and admitted *pro hac vice* in this Action, am a partner at the law firm of  
8 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C (“Beasley Allen”) and Co-Class  
9 Counsel in this Action.

10 3. I, Andrew T. Traylor, duly licensed to practice law in the State of Florida,  
11 and admitted *pro hac vice* in this Action, am the founder of Andrew T. Traylor, P.A.,  
12 and Co-Class Counsel in this Action.

13 4. Over the last four years, we have been leading this litigation on behalf  
14 of Class Representatives and the Settlement Class. We refer to our law firms  
15 collectively herein as “Class Counsel.”

16 5. We respectfully submit this Joint Declaration in support of Plaintiffs’  
17 Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”)  
18 and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (“Motion for  
19 Fees”). We have personal knowledge of the matters pertaining to the Action and the  
20 proposed Settlement and are competent to testify with respect thereto.

21 6. The Settlement Agreement<sup>1</sup> follows over 13,888 hours of work  
22 investigating, researching, analyzing, and briefing the many complex factual and  
23 legal issues presented in this case, including conducting substantial formal discovery,  
24 certifying eleven statewide damages classes, successfully opposing summary  
25 judgment, and trial preparation.

26  
27 \_\_\_\_\_  
28 <sup>1</sup> Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement Agreement (“SA”). See SA § II.



1 customer's AIS symptom prior to providing the starter replacement, which  
2 effectively created a barrier to the repair.

3 12. On June 21, 2022, Plaintiff Hamid Bolooki filed a complaint (ECF  
4 No. 1) alleging that the AIS system in Class Vehicles was unreliable and unsafe. ECF  
5 No. 1 ¶¶ 28–38.

6 13. On September 28, 2022, and January 9, 2023, two other proposed class  
7 actions were filed in other federal courts making substantially similar allegations as  
8 to those in *Balooki*. These other cases were *Cooper v. Am. Honda Motor Co.*, No.  
9 1:22-cv-05299-ARW (N.D. Ill.); and *Nock v. Honda Motor Co., Ltd. et al.*, No. 1:23-  
10 cv-00109-MCS-SK) (C.D. Cal.).

11 14. Prior to commencing litigation, Class Counsel conducted a  
12 comprehensive investigation into the underlying facts of this case. We brought our  
13 automotive engineering expertise to thoroughly studying the TSBs, to reviewing and  
14 analyzing defect-related information on the NHTSA website, and investigating other  
15 public sources of information. We conferred extensively with owners and lessees of  
16 the Class Vehicles and consulted them about their own experiences with their  
17 vehicles' AIS System. Class Counsel carefully studied the customer complaints and  
18 reports on the NHTSA website as well as other publicly available information as part  
19 of this inquiry. Class Counsel retained and conferred with an independent automotive  
20 engineering consulting expert to better understand the causes of the AIS No-Restart  
21 problems and to explore potential remedies.

22 15. Class Counsel also conducted legal research to determine the viability  
23 of asserting various claims, including claims under the consumer protection statutes  
24 of potential clients' home states as more individuals began to reach out to Class  
25 Counsel. Class Counsel interviewed the potential clients about the internet and other  
26 research they did prior to purchasing or leasing their vehicles and examined Honda's  
27 marketing and advertising materials in various media outlets to assess whether they  
28 could properly allege that Honda made material misrepresentations and/or omissions.

1 Class Counsel researched the viability of common law claims and a nationwide claim  
2 for violation of the Magnuson-Moss Warranty Act. After Class Counsel satisfied  
3 themselves that viable claims could be asserted against Honda, they conferred with  
4 and received approval from their clients to commence litigation.

5 16. On February 21, 2023, the Court appointed the undersigned as Class  
6 Counsel and, on March 14, 2023, the Court, *sua sponte*, consolidated the *Balooki*,  
7 *Cooper*, and *Nock* actions and directed the plaintiffs to file an amended complaint.  
8 ECF Nos. 62, 66.

9 17. On April 14, 2023, Plaintiffs filed their First Consolidated Amended  
10 Class Action Complaint, ECF No. 73, followed by their Second Consolidated  
11 Amended Complaint on May 12, 2023, ECF No. 82.

12 18. On September 27, 2023, the Court denied, in large part, Honda's Motion  
13 to Dismiss Plaintiffs' Second Consolidated Amended Complaint. ECF No. 110.  
14 Plaintiffs filed their Third Consolidated Amended Complaint on October 11, 2023.  
15 ECF No. 111.

16 19. Between December 2022 and June 2024, the parties engaged in over  
17 eighteen months of intensive discovery, including both expert and fact discovery.

18 20. Plaintiffs and Honda exchanged initial disclosures on January 12, 2023,  
19 and May 8, 2023, respectively. Plaintiffs and Honda submitted a Joint 26(f) Report  
20 and discovery plan on June 12, 2023. ECF No. 91. Plaintiffs served requests for  
21 production of documents on Honda on April 7, 2023, and served additional requests  
22 on December 1, 2023, and December 28, 2023. Honda served its written responses  
23 to Plaintiffs' requests on June 2, 2023, and January 29, 2024. Plaintiffs served written  
24 interrogatories on Honda on April 13, 2023, November 22, 2023, and December 28,  
25 2023.

26 21. As a part of formal discovery, Honda produced, and Plaintiffs processed  
27 and reviewed, over 44,250 documents containing approximately 180,300 pages  
28 related to the design and operation of the AIS System and starters in Class Vehicles,

1 warranty data, failure modes and effects analyses, Honda's investigation into the  
2 alleged defect, the service bulletins, and the defect countermeasure development and  
3 implementation. Additionally, Plaintiffs' automotive engineering expert sourced,  
4 inspected, and tested numerous original and A53 Starters, including in Class  
5 Vehicles, and analyzed, *inter alia*, the starters' design, operation, and specifications.

6 22. The parties participated in three informal discovery conferences with  
7 Magistrate Judge Kim.

8 23. Plaintiffs deposed Honda's corporate representatives, ten of its current  
9 or former employees and three of its experts. Honda deposed 24 named Plaintiffs.

10 24. On October 3, 2024, the Court certified eleven state-wide classes and  
11 directed Class Counsel to submit additional briefing in support of appointing  
12 Plaintiffs as Class Representatives and Interim Class Counsel as Class Counsel. ECF  
13 No. 175 at 27–28. Plaintiffs submitted their supplemental briefing on October 17,  
14 2024, and, on November 22, 2024, the Court entered an order appointing Plaintiffs  
15 as Class Representatives and Interim Class Counsel as Class Counsel. ECF Nos. 182,  
16 206.

17 25. The Ninth Circuit denied Defendant's petition for permission to appeal.  
18 *Stewart v. Am. Honda Motor Co.*, No. 24-6349 (9th Cir.) (ECF No. 9.1).

19 26. On December 26, 2024, the Court denied Defendant's Motion for  
20 Summary Judgment as to all the certified claims except for the certified unjust  
21 enrichment claims. ECF No. 221.

22 27. The Court set the case for trial on May 20, 2025. ECF No. 213.

23 28. On February 10, 2025, Honda moved for decertification of the Certified  
24 Classes. ECF No. 228. Plaintiffs responded in opposition on February 17, 2024. ECF  
25 No. 230.

26 **SETTLEMENT NEGOTIATIONS AND RELIEF**

27 29. The negotiations culminating in this Settlement were complex,  
28 conducted in good faith and at arms' length over a period of four months by informed

1 and experienced counsel. Plaintiffs, with the goal of obtaining immediate valuable  
2 benefits for Settlement Class Members, and Honda began to explore the possibility  
3 of a resolution even while Honda's motion to decertify the classes, ECF No. 228, was  
4 pending and Plaintiffs were engaged in trial preparations.

5 30. On February 26, 2025, while the decertification motion was pending,  
6 the Parties engaged in a day-long mediation with Anthony Piazza of Mediated  
7 Negotiations, Inc., through which the Parties reached agreement on a framework for  
8 a nationwide settlement.

9 31. After further dialogue, the Parties reached an agreement in principle,  
10 which they memorialized with a signed term sheet on March 24, 2025.

11 32. On March 28, 2025, the Parties filed a Notice of Settlement with the  
12 Court. ECF No. 236.

13 33. On April 10, 2025, Plaintiffs filed their Fifth Amended Complaint, so  
14 that Plaintiffs' operative complaint would reflect the knowledge gained through  
15 discovery and revise the class definition to the evidence adduced and to assert a  
16 nationwide class. ECF No. 242.

17 34. Numerous drafts of the Settlement Agreement and related exhibits were  
18 exchanged between the Parties, which Class Counsel carefully negotiated and refined  
19 before a final agreement could be reached. As a result of Class Counsel's efforts, the  
20 Parties were successful in reaching a settlement that provides immediate, concrete  
21 and substantial benefits to Settlement Class Members.

22 35. After carefully considering the facts and applicable law and the risks,  
23 expenses, and uncertainty of continued litigation, and after having engaged in  
24 extensive negotiations, the Parties agreed that it was in their mutual best interests to  
25 resolve the claims in this Action related to the Class Vehicles on behalf of the Class  
26 Representatives and proposed Settlement Class on fair, reasonable, and adequate  
27 terms as set forth in this Settlement Agreement.  
28

1           36. In consideration for the dismissal of the Action with prejudice and a full  
2 and complete release of claims by all Plaintiffs, Class Representatives, and  
3 Settlement Class Members, Honda has agreed to provide the following settlement  
4 benefits: (a) issue amended Service Bulletins that eliminate the requirement for  
5 verification of Auto Idle No-Restart symptoms as a prerequisite to receiving the  
6 Replacement Starter under the 10-year Warranty Period or Extended Claims Period;  
7 (b) an Extended Claims Period of 18 months and 24 months for 2015 Acura TLX  
8 vehicles, and 2016 Acura TLX, Acura MDX, and Honda Pilot vehicles; and (c) an  
9 Out-of-Pocket Costs claims process.

10           37. Under the amended Service Bulletins, through the 10-year extended  
11 Warranty Period and 18/24-month Extended Claims Period, Honda guarantees all  
12 Settlement Class Members a new A53 Starter as soon as the need arises, removing  
13 the verification hurdle for any Settlement Class Member who experiences AIS No-  
14 Restart after receiving the PGM-FI Idle Stop Software Update.

15           38. The remedy, which through the Settlement was immediately available  
16 to Settlement Class Members, is the replacement of the defective starter motors with  
17 improved Replacement Starters that were specifically reformulated and  
18 manufactured to provide sufficient starting torque and eliminate the potential for AIS  
19 No-Restart (“A53 Starter”). The allegedly defective starters that gave rise to the  
20 Service Bulletins, as well as the A53 Starter, were the subject of intense scrutiny,  
21 through voluminous formal discovery and thorough testing and analysis by Plaintiffs’  
22 automotive expert. After testing the defective starters and their components,  
23 Plaintiffs’ automotive expert concluded that the defective starters were susceptible to  
24 increased degradation and loss of starting torque, which in turn causes AIS No-  
25 Restart. With thorough knowledge of the defect, Plaintiffs’ automotive expert also  
26 conducted extensive testing and analysis of the A53 Starter, and determined they  
27 were sufficiently robust components capable of functioning properly in their  
28 operating environment and thus could be expected to function as intended.

1           39. The Amended Service Bulletins for the Warranty Period and Extended  
2 Claims Period address Plaintiffs’ overarching concern in this litigation – to ensure  
3 that the Class Vehicles operate as intended and drivers, passengers, and other vehicles  
4 on the road will not be exposed to potentially unsafe conditions.

5           40. The experiences of Plaintiffs Brandon Derry, David Jew, Janice Stewart,  
6 and Devron Elliot, among others, demonstrate the significance of this relief. All have  
7 received the PGM-FI Idle Stop Software Update Software Update, but despite still  
8 experiencing AIS No-Restart, were unable to receive the A53 Starter under Honda’s  
9 extended warranty because of the inhibitory verification hurdle that is written into  
10 Honda’s current extended warranty program.

11           41. Under the Settlement, Settlement Class Members may submit claims for  
12 Out-of-Pocket Costs incurred relating to the AIS feature in their Class Vehicles. Out-  
13 of-Pocket Costs include expenses for the parts and labor costs associated with starter  
14 replacement, starter relay replacement, valve adjustment, as well as towing expenses  
15 (due to no restart issues).

16           42. As part of the Settlement, Honda funded a Notice Plan designed to reach  
17 Settlement Class Members with information about their rights and options under the  
18 Settlement Agreement. SA § IV. This Notice Plan is described in detail in the  
19 Settlement Agreement and in the Notice Plan. It included direct Mailed Notice to all  
20 known Settlement Class Members, as the vast majority of Settlement Class Members  
21 had known addresses. It also included Emailed Notice and reminder notice to all  
22 Settlement Class Members for which valid email addresses were available.

23           43. The Notice Plan also provided for a Settlement Website and toll-free  
24 telephone that provided settlement-related information to Settlement Class Members  
25 in substantially the manner provided in the Notice Plan.

26           44. Honda paid all expenses for the relief provided in the Settlement  
27 Agreement and all costs incurred in providing Settlement Class Notice.

28

1 45. Honda published the Class Notice on the Settlement Website  
2 (AutoIdleStopSettlement.com) on July 8, 2025, as directed in the Preliminary  
3 Approval Order, along with the Settlement Agreement, the Claim Form, and other  
4 important documents related to this Action for Class Members to review and  
5 download. The Settlement Website also contains important Settlement deadlines,  
6 other case-related information, and contact information for the Settlement  
7 Administrator and Class Counsel.

8 **I. PRELIMINARY APPROVAL**

9 46. On May 12, 2025, Plaintiffs filed their Unopposed Motion for  
10 Preliminary Approval of Class Action Settlement (the “Motion for Preliminary  
11 Approval”). ECF No. 245. Plaintiffs filed an Updated Version of the complete  
12 Settlement Agreement signed by Class Counsel and Counsel for Honda on May 22,  
13 2025. ECF No. 248-1.

14 47. The Court entered an order granting Plaintiffs’ Motion and setting a  
15 hearing on final approval of the Settlement for October 20, 2025. ECF No. 249.

16 48. In late July 2025, Class Counsel noticed a discrepancy between the  
17 number of vehicles on Honda’s VIN list as sent to JND Legal Administration  
18 (“JND”), the notice administrator, for the class notice, and the number of vehicles  
19 Honda reported in a May 2025 response to an Information Request (IR) sent to Honda  
20 by the National Highway Traffic Safety Administration (“NHTSA”) as part of an  
21 open investigation into the Auto Idle Stop. In connection with that investigation,  
22 Honda reported to NHTSA that there were 144,010 VINs associated with relevant  
23 2017–2018 and 2020 Acura MDX vehicles with the Auto Idle Stop feature. This  
24 number of VINs reported to NHTSA included 74,120 total VINs that were not part  
25 of the VINs that Honda identified as Class Vehicles in the VIN list Honda provided  
26 to Class Counsel.

27 49. As a result of this discrepancy and to ensure that the existing list of  
28 Settlement Class Members who received settlement notice was complete, Class

1 Counsel brought this issue to Honda’s attention on July 31, 2025, and requested  
2 clarification. On September 2, 2025, after an investigation by Honda, Counsel for  
3 Honda provided clarification to Class Counsel that:

4 a) for 2017 and 2018 model year MDX vehicles, Honda’s response to NHTSA  
5 mistakenly overstated the total number of vehicles with Auto Idle Stop by  
6 about 45,422 units; the feature configuration for those vehicles did not in  
7 fact include Auto Idle Stop; and.

8 b) for the 2020 model year MDX, the VIN list that was sent to JND for class  
9 notice was short by approximately 28,712 vehicles for the 2020 model year  
10 MDX. ECF No. 258.

11 50. Class Counsel and Honda agreed that the owners and lessees of the  
12 28,712 Class Vehicles not included in the VIN list that was sent to JND should  
13 receive direct notice. To effectuate this notice, Plaintiffs and Honda stipulated to a  
14 stay of the deadlines related to final approval; the Court granted the request for a stay  
15 on August 22, 2025. ECF Nos. 256, 257. Accordingly, Honda sought the relevant  
16 approvals, internally and from the California Air Resources Board, and added those  
17 vehicles to the market actions, such that they are now eligible for the extended  
18 warranty, the software update, and the replacement starter. ECF No. 265.

19 51. Additionally, Class Counsel has worked to ensure that the Settlement  
20 Class Members are able to receive the promised benefits. In the first weeks after  
21 notice was disseminated, Class Counsel received several reports from Settlement  
22 Class Members, and named Plaintiffs, of Honda dealerships still insisting on  
23 verification of the defect before they would provide a free starter replacement. After  
24 Class Counsel emphasized the significance of this issue, Honda agreed to take action  
25 to ensure that its dealerships and service centers were aware that the verification  
26 hurdle had been removed.

27 52. On August 12, 2025, Honda promulgated “iN messages” to its Honda  
28 and Acura dealerships, which were to be provided to the service center foreman and

1 all services providers, that informed them of the “important change,” “no symptom  
2 verification/duplication required,” to the protocol for addressing reports of AIS No-  
3 Restart. ECF No. 265 at 5. Subsequently, Class Counsel received additional reports  
4 from Settlement Class Members of Honda and Acura dealerships requiring  
5 verification of the AIS No-Restart symptoms as a condition to starter replacement.  
6 *Id.* at 5–6. At Class Counsel’s request to further address the issue, Honda has:

- 7 a) Promulgated a reminder message in the “*iN* Newsflash” – a weekly  
8 dealer publication – that reminded dealers about the amended service  
9 bulletins. The message content was identical to the *iN* message that was  
10 sent in August 2025; and  
11 b) Launched a training module that was required viewing (with affirmation  
12 of viewing required) to all dealership service personnel, which also  
13 repeated the *iN* messaging about the amended service bulletin. *Id.* at 5–  
14 6.

15 53. Since Honda took these actions, Class Counsel has received only one  
16 report of a Settlement Class Member being subject to the verification hurdle. In  
17 addition, Class Counsel has worked cooperatively with Honda’s counsel to resolve a  
18 small number of disputed denials of out-of-pocket payment requests. Class Counsel  
19 will remain available to the Settlement Class Members to ensure that they are  
20 receiving the benefits of the Settlement.

21 54. On January 27, 2026, having resolved the above issues, Plaintiffs and  
22 Honda stipulated to an order setting the deadlines for final approval. ECF No. 271.  
23 The Court entered the stipulation, setting the final approval hearing for May 18, 2026.  
24 ECF No. 272.

25 **ATTORNEYS’ FEES, COSTS, AND SERVICE AWARDS**

26 55. On March 13, 2026, Class Counsel and Honda met and conferred  
27 regarding the issue of reasonable attorneys’ fees, reimbursement of litigation  
28

1 expenses, or service awards to the Class Representatives. Before that time, they had  
2 not discussed the issue. Class Counsel and Honda were unable to reach an agreement.

3 56. The Motion for Fees seeks an award of attorneys' fees in the amount of  
4 \$35,250,000.00, reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket  
5 expenses of no less than \$823,131.24, and service awards in the amount of \$7,500.00  
6 to each of the named Plaintiffs. The Class Representatives endorse the Settlement  
7 and Plaintiffs' Motion for Fees.

8 57. Class Counsel litigated this matter on a purely contingency basis, with  
9 an understanding that there existed a substantial risk that despite years of work and  
10 substantial costs there could be no recovery whatsoever.

11 58. The Court is also well aware of the risks of continued litigation. If  
12 required to certify a litigation class, Plaintiffs' Counsel would have been expected to  
13 establish the elements of each claim for each state law claim brought on behalf of  
14 Plaintiffs. We believe our efforts were well organized and efficiently managed—  
15 indeed, Plaintiffs' Counsel had no incentive to do otherwise as this is a contingency  
16 matter. Each hour Plaintiffs' Counsel devoted to this case was at risk and indeed, is  
17 still at risk, until the Court grants final approval and determines the fee award.

18 59. The total amount of fees sought represents a 2.74 multiplier on Class  
19 Counsel's lodestar. This multiplier is reasonable in light of other class actions that,  
20 as here, are litigated on an entirely contingent basis. Moreover, the requested fee  
21 award represents only 13% of the estimated \$269 million value of the Settlement.  
22 *See* Ex. H, Declaration of Lee Bowron ("Bowron Decl.") ¶ 32; Ex. I.

23 60. As of March 6, 2026, Plaintiffs' Counsel have expended over 13,888  
24 hours of work investigating, researching, analyzing, and briefing the many complex  
25 factual and legal issues presented in this case, conducting substantial formal  
26 discovery, including the depositions of twenty-four (24) named Plaintiffs, Honda's  
27 corporate representatives, ten (10) current and former employees of Honda, and  
28 significant, expert discovery which was highly contested.

1           61. Based on our customary rates in this type of litigation, Plaintiffs’  
 2 Counsels’ lodestar value, as of March 6, 2026, is \$12,844,728.25 at current rates. The  
 3 lodestar of each firm is set forth as follows:

Firm	Hours	Lodestar
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.	5,255.1	\$4,667,887.50
DiCello Levitt LLP	4,797.2	\$5,191,885.25
Andrew T. Traylor, P.A.	3,107.2	\$2,562,870.00
Kessler Topaz	352.2	\$172,775.50
Fegan Scott	294.9	\$182,380.00
Cowper Law, P.C.	81.4	\$66,930.00
Total	13,888	\$12,844,728.25

15           62. Contained in the Lodestar and Expense Charts are true and accurate  
 16 summaries identifying the attorneys, paralegals, and staff who have worked on this  
 17 Action, the number of hours those individuals have worked, their regular hourly  
 18 billing rates, and their respective lodestar values. *See* Lodestar and Expense Charts,  
 19 attached hereto as Exhibits A and B.

20           63. The hourly rates for attorneys, paralegals, and staff who worked on this  
 21 litigation are the usual and customary lodestar rates charged in this district—and the  
 22 national venues in which the firms typically handle cases—for each individual doing  
 23 the type of work performed in this litigation. These rates were not adjusted,  
 24 notwithstanding the complexity of this litigation, the skill of the opposition, the  
 25 preclusion of other employment, the delay in payment, or any other factors that could  
 26 be used to justify a higher hourly compensation.

27  
 28

1           64. The reasonable hourly rates, shown above, as well as higher hourly rates  
2 billed by the firms, have been approved by courts in comparable consumer class  
3 actions such as:

- 4           a) *Siqueiros et al. v. General Motors LLC*, No. 3:16-cv-07244-EMC (N.D.  
5 Cal. October 8, 2025), ECF Nos. 728-1, 735 ¶¶ 13-14 (approving  
6 \$55,763,397 attorneys' fees award with hourly rates up to \$1,675);
- 7           b) *Hampton et al. v. General Motors LLC*, No. 6:21-cv-00250-GLJ (E.D.  
8 Okl. September 15, 2025), ECF No. 157 at 6 (approving \$9,436,540  
9 attorneys' fees award, 38% of the \$24,833,000 settlement fund);
- 10          c) *Cohen v. Subaru of America, Inc.*, 1:20-cv-08442-CPO-AMD (D.N.J.  
11 Dec. 10, 2024), ECF Nos. 244-3 ¶ 9; 260 ¶ 3 (approving attorneys' fees  
12 award with hourly rates up to \$1,500);
- 13          d) *Cheng et al. v. Toyota Motor North America, Inc. et al.*, No. 1:20-cv-  
14 00629-JRC (E.D.N.Y. Dec. 20, 2022), ECF No. 192 ¶¶ 15-19  
15 (approving \$28,500,000 attorneys' fees award with hourly rates up to  
16 \$1,200);
- 17          e) *Borozny, et al. v. RTX Corporation, Pratt & Whitney Division, et al.*,  
18 No. 3:21-cv-01657, ECF No. 1002 ¶¶ 8-11 (D. Conn. May 14, 2025)  
19 (approving \$20,166,667 attorneys' fee award with hourly rates up to  
20 \$1,405);
- 21          f) *In re Platinum and Palladium Antitrust Litig.*, No. 1:14-cv-9391, ECF  
22 No. 340 ¶ 2 (S.D.N.Y.) (Jan. 17, 2025) (approving \$6,666,666  
23 attorneys' fee award with hourly rates up to \$1,275);
- 24          g) *Kurowski v. Rush System for Health*, 1:22-cv-5380-MFK, ECF No. 161  
25 ¶ 2 (N.D. Ill. Dec. 17, 2024) (approving \$2,508,039.50 attorneys' fees  
26 award with hourly rates up to \$1,225);
- 27  
28

- 1 h) *Fusion Elite All Stars, et al. v. Varsity Brands, LLC, et al.*, No. 2:20-cv-  
2 02600, ECF No. 350 at 11–15 (W.D. Tenn. Oct. 4, 2023) (approving  
3 \$14,500,000 attorneys’ fee award with hourly rates up to \$1,210);  
4 i) *In re Fairlife Milk Products Marketing and Sales Practices Litigation*,  
5 No. 1:19-cv-3929, ECF No. 29 ¶¶ 32–34 (N.D. IL. Sept. 28, 2022)  
6 (approving \$7,000,000 attorneys’ fees award with hourly rates up to  
7 \$1,200);  
8 j) *In re Opana ER Antitrust Litigation*, No. 1:14-cv-10150, ECF No. 1091  
9 ¶¶ 13–14 (N.D. Ill. Dec. 15, 2022) (approving \$5,000,000 in attorneys’  
10 fees with hourly rates up to \$1,100).

11 65. The Lodestar and Expense Charts reflect Class Counsel’s expertise in  
12 class action litigation, the complexity of the matters involved in this litigation, and  
13 the prevailing rate for providing such services. Class Counsel has been recognized  
14 by both federal and state courts across the country as being highly skilled and  
15 experienced in complex litigation including successfully leading multiple automotive  
16 and consumer fraud class actions.

17 66. In support of the hourly rates, Class Counsel submit that, as experienced  
18 attorneys with practices in the field of class action litigation, who practice regularly  
19 in this district and who are highly experienced in the field, the hourly rates for  
20 experienced lawyers providing services may be as high as, or exceed, those requests  
21 herein. Class Counsel further opine that, being familiar with the hourly rates regularly  
22 charged by firms practicing in this field before the federal and state courts of  
23 California, the hourly rates sought by Class Counsel for the services rendered to  
24 Plaintiffs and the Settlement Class are in line with the prevailing hourly rates  
25 currently being charged by attorneys with comparable skill, experience, and  
26 reputation for the legal services rendered in class action litigation in the federal courts  
27 of this District. *See* Ex. D, Real Rate Report.

28

67. As of March 6, 2026, Plaintiffs’ Counsel has also incurred expenses of \$823,131.24 in connection with this litigation. *See* Lodestar and Expense Charts, attached hereto as Exhibit C. Plaintiffs’ Counsel incurred these costs for: expert fees, class certification notice, travel to hearings, deposition, and trial, copying costs, court reporter fees, filing fees, and legal research. The expenses incurred herein were reasonable and necessary for the prosecution of the Action, are the types of expenses that Plaintiffs’ Counsel typically incur in complex litigation, and for which Plaintiffs’ Counsel are typically reimbursed when the litigation results in a Settlement and is finally approved. These expenses will be paid separately from, and in addition to, the benefits made available to the Class. The breakdown of these expenses by firm are as follows:

Firm	Expenses
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.	\$272,616.38
DiCello Levitt LLP	\$228,557.09
Andrew T. Traylor, P.A.	\$188,716.89
Kessler Topaz	\$2,385.84
Fegan Scott	\$3,068.05
Cowper Law, P.C.	\$6,586.10
JND Legal Administration, LLC <sup>2</sup>	\$121,200.89
Total	\$823,131.24

68. These amounts were derived from contemporaneous daily time and expense records compiled on this matter, which are recorded in our computerized

<sup>2</sup> Plaintiff’s Counsel also seek reimbursement for \$121,200.89 in costs held by the Notice Administrator, JND Legal Administration, in connection with notice to Class Members following this Court’s order granting class certification.

1 databases. The firms require regular and contemporaneous recording of time and  
2 expense records, which occurred in this Action.

3 69. Moreover, we expect to expend a significant amount of time on this  
4 Action until it is fully resolved. Since the Court granted Preliminary Approval on  
5 June 9, 2025, Class Counsel has already spent many hours preparing and finalizing  
6 the motion papers that are being filed today. Between now and the Final Approval  
7 Hearing, Class Counsel will continue to do a significant amount of work, including,  
8 among other things, (i) conferring with Honda's counsel on Settlement-related issues;  
9 (ii) conferring with the Settlement Administrator about administration, and inquiries  
10 from Settlement Class Members; (iii) conferring with the Settlement Notice  
11 Administrator about notice, (iv) fielding calls from Settlement Class Members,  
12 including potential objectors; (v) researching and drafting supplemental briefs and  
13 declarations by the May 4, 2026 deadline; (vi) preparing for the Final Approval  
14 Hearing; (vii) traveling to and from Los Angeles; (viii) presenting oral argument at  
15 the Final Approval Hearing; and (ix) communicating with Class Representatives.  
16 Based on our prior experience, Class Counsel expects to expend another 300 hours  
17 on this Action.

18 70. In our opinion, Class Counsel's request for fees and expenses is fully  
19 justified given the facts of this Action. The time and expenses that were expended  
20 and incurred in prosecuting this Action were reasonable and necessary for the diligent  
21 litigation of this matter. Our work on this case was performed on a wholly contingent  
22 basis pursuant to a contingency fee contract with Plaintiffs. Our firms have not  
23 received any amounts in connection with this Action, either as fee income or expense  
24 reimbursement.

25 **THE CLASS REPRESENTATIVES**

26 71. Each of the Class Representatives was essential to achieving this  
27 Settlement. Each Class Representative participated actively in this Action, conferring  
28

1 with Class Counsel prior to filing their claims, searching for and producing  
2 documents, responding to discovery requests, and sitting for deposition.

3 72. This Settlement would not have been possible without the extraordinary  
4 care, attention, and efforts provided by the Class Representatives.

5 73. Class Representatives fulfilled their duty to the Class, and we believe  
6 that the proposed service award of \$7,500.00 is appropriate. This award is fair to  
7 them given the time they spent on this matter and the results achieved. Such an award  
8 would also serve to incentivize other individuals to serve as class representatives in  
9 similar matters in the future.

10 74. The Class Representatives each endorse the Motion for Final Approval  
11 and the Motion for Fees.

### 12 **QUALIFICATIONS OF CLASS COUNSEL**

13 75. I, Adam J. Levitt, am a founding partner of DiCello Levitt and have  
14 more than 30 years of experience litigating complex cases on behalf of consumers  
15 and businesses in both individual and class actions. My experience in automotive  
16 products litigation includes having been appointed to lead counsel or to other  
17 leadership positions in: *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, &*  
18 *Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); *Sowa v. Mercedes-Benz USA, LLC*,  
19 No. 1:23-cv-00636-SEG (N.D. Ga.); *In re Navistar MaxxForce Engines Mktg., Sales*  
20 *Practices, & Prods. Liab. Litig.*, No. 1:14-cv-10318-JBG (N.D. Ill.); *In re Nissan*  
21 *N.A., Inc. Litig.*, No. 3:19-cv-00843 (M.D. Tenn); *Simerlein v. Toyota Motor Corp.*,  
22 No. 3:17-CV-01091-VAB (D. Conn.); *In re Gen. Motors LLC Ignition Switch Litig.*,  
23 MDL No. 2543 (S.D.N.Y.); and *In re MyFord Touch Consumer Litig.*, No. 3:13-cv-  
24 03072-EMC-TSH (N.D. Cal.). I am co-lead class counsel in *Siqueiros v. General*  
25 *Motors LLC*, No. 16-cv-07244-EMC (N.D. Cal.), which recently settled for \$150  
26 million after Beasley Allen and DiCello Levitt successfully litigated the case to a jury  
27 verdict for three certified classes. *Hampton v. Gen. Motors LLC*, No. 6:21-cv-00250-  
28 KEW (E.D. Okla.) is a companion case to *Siqueiros* that my firm and Beasley Allen

1 also recently settled for \$25 million. I have also successfully represented the State of  
2 New Mexico in cases involving automobile defects and deceptive marketing,  
3 including *New Mexico v. Volkswagen Grp. of Am., Inc.*, No. D-101-CV-2016-00131  
4 (Santa Fe Cnty., N.M.); and *New Mexico ex rel. Balderas v. Takata Corp.*, No. D-  
5 101-CV-2017-00176 (Santa Fe Cnty., N.M.). A copy of DiCello Levitt's resume is  
6 attached hereto as Exhibit E.

7 76. I, H. Clay Barnett, III, have more than 17 years of experience litigating  
8 complex cases on behalf of consumers and businesses in both individual and class  
9 actions. My experience in automotive defect litigation includes having developed and  
10 filed over fifteen automotive defect class actions and trying one to a jury verdict. My  
11 team, serving as lead class counsel, have developed and successfully settled the  
12 following class cases: *Simerlein v. Toyota Motor Corp., et al.*, No. 3:17-CV-01091-  
13 VAB (D. Conn.) (\$40 million settlement); *Cheng, et al. v. Toyota Motor Corp., et*  
14 *al.*, No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.) (\$287 million settlement); *Cohen v.*  
15 *Subaru Corp.*, No. 1:20-cv-08442-JHR (D.N.J.) (\$380 million settlement); *Townsend*  
16 *Vance, et al. v. Mazda Motor of America, Inc., et al.*; No. 8:21-cv-01890-CJC-KES  
17 (C.D. Cal.) (\$172 million settlement); *In re Hyundai and Kia Engine Litig., II*, No.  
18 18-cv-02223-JLS-JDE (C.D. Cal.) (\$200 million settlement). I am co-lead class  
19 counsel in *Siqueiros v. General Motors LLC*, No. 16-cv-07244-EMC (N.D. Cal.),  
20 which recently settled for \$150 million after Beasley Allen and DiCello Levitt  
21 successfully litigated the case to a jury verdict for three certified classes. *Hampton v.*  
22 *Gen. Motors LLC*, No. 6:21-cv-00250-KEW (E.D. Okla.) is a companion case to  
23 *Siqueiros* that my firm and DiCello Levitt also recently settled for \$25 million. I  
24 currently represent plaintiffs and putative class members in the following automotive  
25 defect class actions pending across the country: *Reese, et al. v. Volkswagen*  
26 *Aktiengesellschaft, et al.*, No. 2:26-cv-00745-BRM-JSA (D. N.J.); *Messenger, et al.*  
27 *v. American Honda Motor Co., Inc., et al.*, No. 2:26-cv-00295-SVW-MAA (C.D.  
28 Cal.); *Lopez, et al. v. Hyundai Motor America, et al.*, No. 2:25-cv-00661-MHT-CWB

1 (M.D. Al.); *Natale, et al v. Toyota Motor Corp. et al.*, No. 2:25-cv-06150-JMA-ARL  
2 (E.D. N.Y.); *Leon, et al. v Honda Motor Co., Ltd. et al.*, No. 2:24-cv-07872 (C.D.  
3 Cal.); *Bissell, et al. v. Honda Motor Co., Inc., et al.*, No. 3:24-cv-02286-AJB-MMP  
4 (S.D. Cal.); *Oliver, et al. v. Honda Motor Co., Inc., et al.*, No. 20-cv-00666-MHH  
5 (N.D. Al.); *Johnson, et al. v. Gen. Motors LLC*, No. 22-cv-11548-DPH-APP (E.D.  
6 Mich.); *In re ARC Airbag Inflators Prods. Liab. Litig.*, No. 1:22-md-03051-ELR  
7 (N.D. Ga.); *In re ZF-TRW Airbag Control Units Prods. Liab. Litig.*, MDL No. 2905;  
8 and *Milstead, et al. v. Gen. Motors LLC, et al.*, No. 21-cv-06338-JST (N.D. Cal.). A  
9 copy of Beasley Allen’s Firm Resume is attached hereto as Exhibit F.

10 77. I, Andrew T. Traylor, am the founder of Andrew T. Traylor, P.A., a  
11 focused multi-practice firm located in Miami, Florida. My practice concentrates on  
12 complex commercial litigation, class actions, aviation crash litigation, insurance  
13 claims, construction disputes, catastrophic injury and wrongful death related matters  
14 for both plaintiffs and defendants. The firm does appellate work and ADR. I initiated  
15 the Action and the investigation of it and have spent a significant amount of time and  
16 resources litigating it, including the drafting of pleadings, undertaking discovery,  
17 reviewing many of the 35,163 documents and files produced by Honda, attending  
18 nearly all in-Court hearings, attending hearings before the magistrate, preparing for  
19 and defending multiple depositions of Class Plaintiffs, attending expert depositions,  
20 and deposing one of Honda’s witnesses. A copy of Andrew T. Traylor, P.A.’s Firm  
21 Resume is attached hereto as Exhibit G.

22 78. Class Counsel have been involved in this litigation since its  
23 investigation phase, through discovery, class certification and settlement.

24 79. Class Counsel are well positioned to assess the benefits of the proposed  
25 Settlement and do hereby fully endorse it as fair, reasonable, and adequate.

26 80. Class Counsel respectfully submit that both Plaintiffs’ Motion for Fees  
27 and Plaintiffs’ Motion for Final Approval should be granted  
28

1 81. We declare under penalty of perjury that the foregoing is true and  
2 correct.

3  
4 DATED: March 23, 2026

Respectfully submitted,

5  
6 /s/ Adam J. Levitt

Adam J. Levitt

7 **DICELLO LEVITT LLP**

8 Ten North Dearborn Street, Sixth Floor  
Chicago, Illinois 60602

9 Telephone: 312-214-7900

10 alevitt@dicellolevitt.com

11 /s/ H. Clay Barnett, III

H. Clay Barnett, III

12 **BEASLEY, ALLEN, CROW,**

13 **METHVIN, PORTIS & MILES, P.C.**

14 272 Commerce Street

Montgomery, Alabama 36104

15 Telephone: 334-269-2343

16 Clay.Barnett@beasleyallen.com

17 /s/ Andrew T. Traylor

Andrew T. Traylor

18 **ANDREW T. TRAILOR, P.A.**

19 9990 Southwest 77 Avenue, PH 12

20 Miami, Florida 33156

21 Telephone: 305-668-6090

andrew@attlawpa.com

22 *Class Counsel*  
23  
24  
25  
26  
27  
28