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

H. Clay Barnett III
BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, Alabama 36104
Telephone: 334-269-2343
Clav.Barnett@BeaslevAllen.com

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

Class Counsel
(*Additional counsel listed on the signature page*)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re HONDA IDLE STOP LITIGATION

This Document Relates to:
ALL ACTIONS

Master File No.: 2:22-cv-04252-MCS-SK

CONSOLIDATED ACTION

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

[Filed Concurrently with [Proposed] Order

Hearing Date: May 18, 2026
Courtroom: 7C
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I. INTRODUCTION

Defendant American Honda Motor Co., Inc. ("Defendant" or "Honda") sold hundreds of thousands of Class Vehicles[1] with idle stop systems that consistently failed to restart the vehicles in routine driving conditions, including in intersections and traffic, endangering occupants and causing wrecks. For the vast majority of Class Vehicles, Honda failed to address this known defect through extended warranty until after this lawsuit was filed. Even then, it erected a hurdle—service centers were forced to verify that the vehicles did not restart, despite the intermittent nature of the defect—that denied its customers a reliable opportunity to obtain the necessary repair (*i.e.*, the "Replacement Starter"). After three years of hard-fought, contingent fee litigation, Class Counsel eliminated that barrier for Class Vehicle owners nationwide. And, through post-settlement diligence, Class Counsel recognized that Honda had omitted 28,712 Class Vehicles from even its limited, pre-settlement market actions. These Class Vehicles are now eligible. Class Counsel has achieved relief for Class Members and enhanced automotive safety.

To reach this point, Class Counsel undertook 13,388 hours of work on behalf of the Class and spent $823,131.24 of its own money on litigation expenses. Under the relevant fee-shifting law, discussed below, this enormous contingency risk, along with the quality of the work performed and the result achieved, compels a substantial fee award. Plaintiffs seek an award of $35,250,000.00 for attorneys' fees, which currently represents a 2.74 multiplier on Class Counsel's lodestar, and will likely represent a multiplier below 2.7 once additional time, through final

[1] The Class Vehicles are all 2015–2020 Acura TLXs, 2016–2020 Acura MDXs, 2016–2021 Honda Pilots, 2019–2021 Honda Passports, and 2020–2021 Honda Ridgelines sold or leased in the United States equipped with a NP0 engine, nine-speed automatic transmission, and equipped with the Auto Idle Stop ("AIS") feature. Settlement Agreement (ECF No. 248-1) ("SA") § I, ¶ 15.

approval, is accounted for. This is well within the range of accepted multipliers in the Ninth Circuit, and represents 13% of the overall Settlement value, far below the Ninth Circuit's 25% benchmark. Plaintiffs also seek reimbursement of Plaintiffs' counsel's reasonable expenses and costs of no less than $823,131.24,[2] and service awards of $7,500.00 to each Class Representative for their contributions to the successful prosecution of this action.[3] The requested fee, expense, and service awards will not come out of the Class members' pockets or reduce their settlement consideration in any manner, but, under the negotiated terms of the Settlement, will be paid by Honda over and above the Settlement relief.

II. THE LITIGATION

Plaintiffs' Motion for Preliminary Approval, the Joint Declaration of H. Clay Barnett, III, Adam J. Levitt, and Andrew T. Trailor in Support of Plaintiffs' Motion for Preliminary Approval, and supplemental filings detail the case's procedural history, discovery, and extended, hard-fought settlement negotiations. *See* ECF Nos. 245, 245-1, 245-3, 249.

A. Summary of the Procedural History

On June 21, 2022, Plaintiff Hamid Balooki filed a complaint, ECF No. 1, alleging that the AIS system in Class Vehicles is unreliable and unsafe. *Id.* ¶¶ 28–38. On April 14, 2023, Plaintiffs filed their First Consolidated Amended Class Action Complaint, ECF No. 73, followed by their Second Consolidated Amended Complaint on May 12, 2023, ECF No. 82. On September 27, 2023, the Court

[2] As stated above, Class Counsel has incurred $823,131.24 in costs, to date. Class Counsel seeks an order providing for future substantiated costs incurred in attaining final approval and final judgment.

[3] All capitalized terms herein have the same meaning as defined in the Settlement Agreement, unless otherwise stated.

denied, in large part, Defendant's Motion to Dismiss Plaintiff's Second Consolidated Amended Complaint. ECF No. 110.

The parties engaged in over eighteen months of discovery. Joint Decl. ¶ 19. Honda produced, and Plaintiffs reviewed, over 180,000 pages of documents. *Id.* ¶ 21. The parties participated in three informal discovery conferences with Magistrate Judge Kim. *Id.* ¶ 22. Plaintiffs deposed Honda and ten of its current or former employees and three of its experts. *Id.* ¶ 23. Honda deposed 24 named Plaintiffs. *Id.*

On October 3, 2024, the Court certified eleven statewide classes (the "Certified Classes"). ECF No. 175 at 27–28. The Ninth Circuit denied Defendant's petition for permission to appeal. *Stewart v. Am. Honda Motor Co.*, No. 24-6349 (9th Cir.) (ECF No. 9.1). On December 26, 2024, the Court denied Defendant's summary judgment motion for all certified claims except for unjust enrichment. ECF No. 221. The Court set the case for trial on May 20, 2025. ECF No. 213. On February 10, 2025, Honda moved for decertification of the Certified Classes. ECF No. 228.

On February 26, 2025, while the decertification motion was pending, the Parties engaged in mediation with Anthony Piazza of Mediated Negotiations. Joint Decl. ¶¶ 29–30. The Parties reached a framework for a nationwide settlement during their February 26, 2025, mediation and executed a term sheet on March 24, 2025. *Id.* ¶¶ 30–31.

On May 12, 2025, after exchanging drafts and finalizing the Settlement Agreement and exhibits, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement, ECF No. 245, the Settlement Agreement, ECF No. 246, and their declaration and memorandum in support. ECF Nos. 245-1, 245-3.

On June 9, 2025, this Court entered its Order preliminarily approving the Class Settlement, directing notice to the Class, appointing Class Counsel and Class

Representatives, and scheduling a Final Approval Hearing for October 20, 2025. ECF No. 249.

Following preliminary approval, Class Counsel learned that, despite Honda's dissemination of amended service bulletins that removed the verification hurdle to receiving the upgraded starter under warranty, certain Honda service centers were still insisting that they verify the defect before they would provide a free starter. At Class Counsel's insistence, Honda: (a) promulgated a reminder message in the "*iN* Newsflash"—a weekly dealer publication—that reminded dealers about the amended service bulletins; and (b) launched a training module that was required viewing (with affirmation of viewing required) to all dealership service personnel, which also repeated the *iN* messaging about the amended service bulletin. Joint Decl. ¶¶ 51–53.

Further, in July 2025, Plaintiffs discovered that, in connection with NHTSA's investigation (EA25-004) into Auto Idle Stop No-Restart in Honda and Acura vehicles, Honda reported that there were 144,010 total VINs associated with certain model year 2017–2018 and 2020 Acura MDX Vehicles, including 74,120 additional VINs for the 2017, 2018, and 2020 Acura MDX vehicles that were not part of the VINs that Honda identified as Class Vehicles, and which were used by the Settlement Administrator for the purposes of providing notice to the Settlement Class Members. *Id.* ¶¶ 48–50. Accordingly, the Parties filed multiple joint stipulations asking the Court for an extension of time for Plaintiffs to file their Motion for Final Approval, while the Parties investigated the significant discrepancy in Class Vehicles and worked to ensure that Honda service centers were complying with the terms of the settlement. ECF Nos. 252, 252-1, 253, 256, 256-1, 257.

On September 3, 2025, the Parties submitted a joint status report advising the Court that the Parties' investigation discovered that Honda had omitted approximately 28,712 model year 2020 Acura MDX vehicles ("Additional MDX

Vehicles") from the 2023 market action that provided a software update and a 10-year/unlimited mile warranty extension for the Auto Idle Stop. ECF No. 258.

On October 27, 2025, the Parties filed a Joint Status Report to update the Court regarding the Parties' diligent efforts to address the obstacles to the full, successful implementation of the Settlement, including Honda's progress in obtaining necessary approvals for a market action for the Additional MDX Vehicles. Honda has now obtained those approvals, and the Additional MDX Vehicles-Class Vehicles under the terms of the settlement—are now eligible to receive the software update and free starter replacement.

B. Summary of the Settlement

As part of the Settlement, Honda has implemented the Revised Service Bulletins, the Extended Warranty, the Extended Claim Period, and the Out-of-Pocket Claims Process.[4] Under these provisions, Class Members, nationwide, are entitled to the following relief:

Removal of Verification Hurdle	Starting at preliminary approval, Honda sent revised Service Bulletins to all Authorized Honda Dealerships and Authorized Acura Dealerships with a modified "Inspection Procedure" that removes all language in these bulletins reflecting or related to AIS No-Restart symptom verification or duplication as a precondition to receiving the repair procedure described therein. SA § III.1.
Extended Claim Period	An Extended Claim Period for 2015 and 2016 model year Class Vehicles (24 months and 18 months, respectively), beginning from the date of preliminary approval, June 9, 2025. SA § III.2.

[4] Pursuant to the Settlement Agreement (SA § III), Honda issued the Revised Service Bulletins on July 8, 2025, in advance of the Effective Date.

Out-of-Pocket Reimbursement	Class Members may submit claims for out-of-pocket expenses incurred to repair or replace a starter in their Covered Vehicle(s) and rental vehicle and towing costs that were not otherwise reimbursed and that were incurred before the judgment here becomes final. SA § III.3.
Additional MDX Vehicles	Due to Class Counsel's post-settlement diligence, 28,712 model year 2020 Acura MDX vehicles, Class Vehicles under the Settlement, are now eligible for software update and starter replacement under Honda's market actions. SA § III.1.

The Settlement extends its benefits to all Settlement Class Members who purchased vehicles nationwide. Not only does this provide benefits to hundreds of thousands more affected owners, but it also helps ensure that all Honda dealers, across the country, will be informed of their obligation to provide the A53 Starter replacement under the amended Service Bulletins. This eliminates the risk that a Class Member who purchased in a certified state and moves to a non-certified state will be denied extended warranty relief due to confusion by the out-of-state dealership.

III. ARGUMENT

A. Plaintiffs' Counsel Are Entitled to Fees by Agreement and as Prevailing Parties.

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h).

Here, Plaintiffs are entitled to attorneys' fees under California law. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 561 (9th Cir. 2019) ("By default, California courts apply California law 'unless a party litigant timely involves the law of a foreign state'. . . .") (quoting *Wash. Mut. Bank, FA v. Superior*

Ct., 15 P.3d 1071, 1080–81 (Cal. 2001)). Pursuant to the Parties' stipulation, the nationwide Settlement Class has asserted claims for relief under California law. ECF No. 239 (Parties' stipulation), ECF No. 242 ¶¶ 581–642 (operative Fifth Amended Complaint). Plaintiffs are entitled to attorneys' fees and costs under the Consumers Legal Remedies Act ("CRLA"), California Civil Code § 1780(e), and the Private Attorney General Statute ("PAGA"), California Civil Procedure § 1021.5.[5] *See Sadowska v. Volkswagen Grp. of Am.*, Inc., 2013 WL 9600948, at *8 (C.D. Cal. Sep. 25, 2013) ("As the prevailing party, Plaintiffs are entitled to attorneys' fees and expenses under CLRA."); *Graham v. DaimlerChrysler Corp.*, 101 P.3d 140 (Cal. 2004) ("It is well settled that attorney fees under 1021.5 may be awarded for consumer class action suits benefiting a large number of people.").

Further, while retaining the right to oppose Plaintiffs' fee request, Honda agreed to pay Plaintiffs' attorneys' fees and expenses, separate and apart from the benefits made available under the settlement, to the extent awarded. SA § IX.B.

B. The Requested Fees May Be Awarded Under the Lodestar or Percentage-of-Recovery Methodologies.

Determining reasonable attorneys' fees "should not result in a second major litigation." *Fox v. Vice*, 563 US 826, 838 (2011) (quoting *Hensley v. Eckhart*, 461 U.S. 424, 437 (1983)). "Trial courts need not, and indeed should not, become green-eyeshade accountants." *Id.* "The essential goal in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection." *Id.* The requested

[5] Even if the Court applied the law from the other Class Representatives' states, Plaintiffs' counsel are entitled to fees. *See* Ala. Code § 8-19-10(a)(3) (AL); Conn. Gen Stat. Ann. § 42-110G(d) (Conn.); Ind. Code § 24-5-0.5-4(a) (Ind.); La. Civ. Code Ann. art. 2545 (LA); Md. Code Ann., Com. Law § 13-408(b) (MD); N.H. Rev. Stat. Ann. § 358-A:10-a(I) (N.H.); 73 Pa. Stat. Ann. § 201-9.2(a) (PA); 6 R.I. Gen. Laws Ann. § 6-13.1-5.2(d) (R.I.); Tex. Bus. & Com. Code Ann. § 17.50(d) (TX); Va. Code Ann. § 59.1-204(B) (VA); Wash. Rev. Code § 19.182.150 (WA).

fee award here is reasonable given Class Counsel's efforts, in the face of substantial opposition, and the excellent benefits secured for consumers.

In the Ninth Circuit, courts may use two methods to evaluate the reasonableness of fee request—the lodestar method and the percentage-of-recovery method. *See In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011); *Hyundai*, 926 F.3d at 570. "When valuing the settlement is difficult or impossible, the lodestar method may prove more convenient but no presumption in favor of either the percentage or lodestar method encumbers the district court's discretion to choose one or the other." *Hyundai*, 926 F.3d at 570. Whichever is chosen, courts often employ the other as a cross-check. *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 784 (9th Cir. 2022). By either measure, the requested fee is reasonable.

C. The Requested Fees Under the Lodestar Method

"The lodestar calculation begins with the multiplication of the number of hours reasonably expended by a reasonable hourly rate." *Hyundai*, 926 F.3d at 570. "A court may apply a multiplier to the lodestar amount based on the results achieved, the complexity of the case, the risks involved, the length of the litigation, and the contingent nature of representation." *Zakikhani v. Hyundai Motor Co.*, 2023 WL 4544774, at *8 (C.D. Cal. May 5, 2023) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2022)). Foremost among the factors "is the benefit obtained for the class." *Bluetooth*, 654 F.3d at 942.

Here, Plaintiffs' Counsel's current lodestar is $12,844,728.25, based on 13,888 hours of work as of March 6, 2026, excluding fees incurred in seeking fees. *See* Joint Decl. ¶¶ 61–62 & Exs. A–B.

Given the results achieved, the risks of continued litigation, and the substantial work remaining through final approval and implementation, the requested fee is fair and reasonable.

1. The Hourly Rates Are Reasonable.

Reasonable hourly rates are determined by prevailing market rates in the relevant community. *LA Int'l Corp. v. Prestige Brands Holdings, Inc.*, 2026 WL 504763, at *12 (9th Cir. Feb. 24, 2026) ("The hourly rates a district court uses in its fee calculation must be 'in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience[,] and reputation.'") (quoting *Blum v. Stenson*, 465 U.S. 886, 895 (1984)). Typically, the forum where the district court sits is considered the relevant community. *Shirrod v. Dir., OWCP*, 809 F.3d 1082, 1087 (9th Cir. 2015). "The difficulty and skill level of the work performed, and the result achieved—not whether it would have been cheaper to delegate the work to other attorneys—must drive the district court's decision." *Moreno v. City of Sacramento*, 534 F.3d 1106, 1115 (9th Cir. 2008). Similarly, "[a] firm's size does not directly bear on the factors [courts] must consider when awarding fees—the lawyers' skill, experience, and reputation." *LA Int'l*, 2026 WL 504763, at *14 (holding the district court abused its discretion when it declined to base its lodestar calculation on the prevailing market rate.)

Counsel's rates have been accepted in numerous other class action cases. *See e.g.*, Joint Decl. ¶¶ 63–64; *see also LA Int'l*, 2026 WL 504763, at *14 (holding the district court abused its discretion when it declined to base its lodestar calculation on the prevailing market rate); *Guam Soc'y of Obstetricians & Gynecologists v. Ada*, 100 F.3d 691, 696 (9th Cir. 1996) (declarations regarding the prevailing rate in the relevant community suffice to establish a reasonable hourly rate). These rates range from $750 to $1,650 for senior counsel and partners, $750 to $800 for of-counsel attorneys, $390 to $830 for associates, $225 to $575 for staff attorneys, $250 to $480 for paralegals, and $250 to $415 for legal assistants and law clerks. Joint Decl. Exs. A–B. They are consistent with the

prevailing rates for litigation partners and associates within Los Angeles. *See* Joint Decl. Ex. D, Excerpts of 2025 Real Rate Report from Wolters Kluwer.[6]

Beasley Allen and DiCello Levitt are highly experienced, with a successful track record in the specialized field of multistate class action automotive defect litigation. Joint Decl. ¶¶ 63–66, 75–77. Counsel's rates are "fair and reasonable and commensurate with the prevailing market rates for this type of case . . . ." *Lou v. Am. Honda Motor Co.*, 2025 WL 1359067, at *9 (N.D. Cal. May 9, 2025), *judgment entered sub nom. Aberin v. Am. Honda Motor Co.*, 2025 WL 1651941 (N.D. Cal. June 11, 2025) (approving hourly rates up to $1,275); *see also Zakikhani*, 2023 WL 4544774, at *9 (accepting hourly rates of $1,285 "in light of Defendants' non-opposition and the fact that this is not a common fund case and so the attorneys' fees award will not reduce the benefits Class Members will receive under the settlement"); *Siqueiros v. Gen. Motors LLC*, No. 16-CV-07244-EMC (N.D. Cal.) ("*Siqueiros*"), ECF Nos. 728-1, 735 ¶¶ 13–14 (approving $55,763,397 attorneys' fees award with hourly rates up to $1,675); Joint Decl. ¶¶ 63–66.

2. The Hours Expended Are Reasonable.

Class Counsel dedicated considerable time and effort to this litigation. Joint Decl. ¶¶ 60-61. In total, Class Counsel devoted over 13,888 hours to this case through March 6, 2026. *Id.* Although Class Counsel worked efficiently and resolved this case prior to a class trial, this favorable resolution would not have been possible without the careful work that went into the case at the outset and throughout. The hours recorded were incurred on matters benefiting the litigation. Given the effort expended and the complexity of the legal and factual issues involved, the hours incurred are reasonable. *Id.* ¶¶ 60-66.

[6] The Real Rate Report states that Third Quartile rates for Los Angeles litigation partners and associates are, respectively, $1,334 and $1,041.

Class Counsel will continue to devote substantial time to final approval proceedings, settlement administration, and any appeals, further supporting the reasonableness of the requested fee. *Id.* ¶¶ 69–70. Based on prior experience, Class Counsel expects to expend another 300 hours on final approval, fees, and settlement administration, separate from any appeals. *Id.*

3. The Requested Multiplier Is Justified.

Based on current lodestar, through March 6, 2026, Plaintiffs' requested fee award represents a multiplier of 2.74. After further attorney time is expended with respect to final approval, this fee motion, and settlement administration issues, Plaintiffs requested fee award will likely represent a multiplier less than 2.7.[7] A multiplier within this range is justified in light of the results achieved, the complexity of the litigation, the risks undertaken, and the contingent nature of the representation. Multipliers within and above this range are routinely approved in comparable cases.

"Multipliers in the 3–4 range are common in lodestar awards for lengthy and complex class actions." *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995); *see also Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001) (lodestar "[m]ultipliers can range from 2 to 4, or even higher."); *Steiner v. Am. Broad. Co., Inc.*, 248 Fed. Appx. 780, 783 (9th Cir. 2007) ("this multiplier [of 6.85] falls well within the range of multipliers that courts have allowed"); *Vizcaino*, 290 F.3d at 1051 (multiplier of 3.65); *In re Wells Fargo & Co. S'holder Derivative Litig.*, 845 Fed. Appx. 563, 565 n.3 (9th Cir. 2021) (multiplier of 3.8); *Buckingham v. Bank of Am.*, 2017 U.S. Dist. LEXIS 107243, at *13–14 (multiplier of 5.31); *Warner v. Toyota Motor Sales U.S.A.*, No. 15-02171-FMO (C.D. Cal. May 21, 2017), ECF No. 140 at 22–25 (multiplier of 2.9

[7] Plaintiffs will submit their updated lodestar and expenses with their Reply in Support of the Motion for Fees.

in an automotive defect settlement based on contingent risk); *Buccellato v. AT&T Operations, Inc.*, 2011 WL 3348055, at *2 (N.D. Cal. June 30, 2011) (collecting cases and approving multiplier of 4.3); *Beaver v. Tarsadia Hotels*, 2017 WL 4310707, at *13 (S.D. Cal. Sep. 28, 2017) ("The one-third fee Class Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action."); *Siqueiros*, ECF No. 735 ("[T]he lodestar multiplier is below 3, a multiplier well within the standard range"). Class Counsel's requested multiplier of 2.74 is supported by all of the relevant factors.

a. Class Counsel Obtained Substantial Benefits for the Class.

This Settlement provides substantial benefits to past, present, and future owners and lessees of approximately 680,000 Class Vehicles. SA § III; Joint Decl. ¶¶ 7, 36–45. First, the Settlement removes the verification hurdle that previously prevented Class Members from obtaining repairs. Without the Settlement, Class Members could not reliably obtain the Replacement Starter under Honda's warranty extensions because service centers would need to "verify" that the vehicle was suffering from the No-Restart defect—a wholly unreasonable hurdle given the unpredictable nature of the event.[8] On top of this, the Settlement provided for this remedy upon *preliminary approval*, and at least 16,006 vehicles have since received free starter replacements.

Further, because Class Counsel recognized that 28,712 Class Vehicles had been omitted from Honda's earlier market actions, these omitted vehicles are now eligible to receive both the software update and starter replacement remedies. In

[8] *See* ECF 221, Summary Judgment Order ("[T]he hoops that customers had to jump through to secure the repair also illustrates why there is a dispute as to its effectiveness and accessibility. In fact, Honda employees even noted that 'sometimes' dealers could not recreate the AIS No-Restart defect, which was required for vehicles to be eligible for the starter update.").

addition, the Settlement secures an Extended Claim Period for model year 2015–2016 Class Vehicles, allowing owners of these vehicles a meaningful chance to take advantage of the benefits of the extended warranty. And, along with the repair remedy, Honda has agreed to fully compensate any Class Members that previously paid out-of-pocket for starter replacement or valve adjustment to remedy the No Restart defect.

In sum, the Settlement delivers the essential relief sought—an opportunity for Class Members to safely operate their vehicles and receive the benefit of their bargain. *Ryan-Blaufuss v. Toyota Motor Corp.*, 2023 WL 11932256, at *5 (C.D. Cal. Feb. 3, 2023) ("California law permits an award of attorneys' fees to a "successful party" in an action resulting in the enforcement of an important right affecting the public interest where a significant benefit has been conferred on a large class of persons."). In doing so, Class Counsel has furthered the public interest by enforcing consumer protection laws. *See Aarons v. BMW of N. Am., LLC*, 2014 WL 4090564, at *14 (C.D. Cal. Apr. 29, 2014) (noting that "Class Counsel advanced the public interest by enforcing consumer protection laws…."). The relief obtained here far exceeds the relief obtained in similar automotive class action settlements. *See Klee v. Nissan N. Am., Inc.*, 2015 WL 4538426 (C.D. Cal. July 7, 2015) (extended warranty for 60 months or 60,000 miles, whichever occurs first, with no reimbursement); *Kearney v. Hyundai Motor Am.*, 2013 WL 3287996, at *9 (C.D. Cal. June 28, 2013); *Chess v. Volkswagen Grp. of Am., Inc.*, 2022 WL 4133300, at *2 (N.D. Cal. Sep. 12, 2022) (extended warranty to 9 years/90,000 miles, and only one repair at capped amount and only within 140 days).

Given the outstanding results achieved by this Settlement, Class Counsel's requested fee award is justified.

b. The Risk, Complexity, and Duration of Litigation

This multi-state automotive defect class action presented substantial risk, expense, and complexity. Class litigation over automotive defects, including in

this matter, is challenging, as extensive fact discovery is necessary to prove a common, class-wide defect. Here, to support the Class Members' liability case, and defeat Honda's summary judgment motion, Class Counsel reviewed 180,000 pages of documents and deposed employees of three different Honda entities, including the translated deposition of a Japanese executive. To secure the deposition of the Japanese executive, Class Counsel successfully opposed a motion to quash. *See* ECF No. 124. Class Counsel also defended the depositions of 24 named Plaintiffs.

Automotive defect class actions also regularly involve, as it did this one, a battle of the experts on key issues, along with *Daubert* motion practice that can result in substantial narrowing of permissible testimony with the potential to severely undermine any chance of success of prevailing on the merits.[9] Class Counsel retained two well-credentialed experts and defended them through *Daubert*.

Further, achieving class certification poses its own complexities. *See, e.g., Banh v. Am. Honda Motor Co*., 2020 WL 4390371, at *3 (C.D. Cal. July 28, 2020) (recognizing that "variances—and even nuances—in the substantive law of the states tend to defeat predominance and preclude certification" and denying certification of 12 state specific classes). Only by succeeding at class certification, which required the understanding and application of various laws from eleven states, did Class Counsel achieve the leverage required to obtain a nationwide

[9] *See Aarons*, 2014 WL 4090564, at *10 ("In the absence of a settlement, it is very likely that this case could ultimately be decided at trial by a 'battle of the experts' over the existence of a safety-related defect and causation. Such battles are inherently risky."); *Zakskorn v. Am. Honda Motor Co*., 2015 WL 3622990, at *8 (E.D. Cal. June 9, 2015) ("[T]he case presents complicated issues of safety, notice, causation, and damages, and would require significant discovery to determine the extent of defendant's alleged liability [and] costly experts….").

settlement that is already providing benefits to Class Members. *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016) (settlement preferred over "speculative promise of a larger payment years from now"); *In re Am. Apparel S'holder Litig.*, 2014 WL 10212865, at *21 (C.D. Cal. July 28, 2014) (that litigation risks "posed a serious risk to class counsel that it would not have its expenses reimbursed" weighed in favor of a requested fee award). Class Counsel managed these risks and obtained an excellent settlement. *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (C.D. Cal. 2008) ("The risk that further litigation might result in plaintiffs not recovering at all, particularly a case involving complicated legal issues, is a significant factor in the award of fees").

In sum, Class Counsel litigated a fact-intensive case under the laws of multiple states, and this, along with the other factors discussed herein, supports the requested multiplier.

c. Skill Required and Quality of Work: Class Counsel Brought This Matter to an Efficient Conclusion.

"Courts have recognized that the 'prosecution and management of a complex national class action requires unique legal skills and abilities.'" *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2013 WL 12327929, at *31 (C.D. Cal. July 24, 2013) (quoting *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009)). Class Counsel are national leaders in class action litigation generally, and automotive defect matters specifically, Joint Decl. ¶¶ 75–77, and have been recognized by courts across the country as being highly skilled and experienced in complex litigation, including successfully leading multiple automotive and consumer fraud class actions. *Id*; *see also Siqueiros*, ECF No. 735 ¶¶ 13–14 ("The extraordinary result obtained for the Class Members justifies this extraordinary award."); *Cohen v. Subaru of Am., Inc.*, No. 1:20-cv-08442-CPO-AMD (D.N.J. Dec. 10, 2024) ("*Cohen*"), ECF No. 260 ¶¶ 1–3 (fee award supported by class counsel's "skill,

perseverance, and diligent advocacy" in representing the class); *Cheng v. Toyota Motor Corp.*, No. 1:20-cv-00629-JRC (E.D.N.Y. Dec. 20, 2022) ("*Cheng*"), ECF No. 192 ¶¶ 3.b., 16 (recognizing the experience of class counsel and their "quality of representation"); *Simerlein v. Toyota Motor Corp.*, No. 3:17-cv-01091-VAB (D. Conn. June 10, 2019), ECF No. 137 at 51 (fee award supported by the substantial relief achieved and the "significant experience" and "high quality representation" of class counsel).

Class Counsel's achievement in bringing this litigation to a successful conclusion confirms the quality of their work here. *See In re Heritage Bond Litig.*, 2005 WL 1594389, at *8 (C.D. Cal. June 10, 2005). The Settlement is the direct result of Class Counsel's significant efforts, which entailed 13,388 hours of time, multiple informal conferences with Magistrate Judge Kim, and defeating Honda's dismissal and summary judgment motions. Class Counsel also hired, at their own expense, sophisticated experts and a premiere mediator to bring this case to a successful conclusion.

The quality of representation is also exemplified by Class Counsel's post-settlement efforts. First, Class Counsel noticed a discrepancy between the number of vehicles on Honda's VIN list as sent to JND Legal Administration ("JND"), the notice administrator, for the class notice, and the number of vehicles Honda reported in a May 2025 response to an Information Request (IR) sent to Honda by the National Highway Traffic Safety Administration ("NHTSA") as part of an open investigation into the No Restart defect. Joint Decl. ¶¶ 50–51. After raising this discrepancy with Honda, Class Counsel discovered that 28,712 Class Vehicles had been excluded from Honda's pre-existing market actions for no justifiable reason. Due to Class Counsel's diligence, these 28,712 Class Vehicles that Honda service centers would not have even recognized as covered under the pre-existing extended warranty (with the "verification" hurdle), are now eligible for free, no-hurdle, starter replacement.

Second, in the first weeks after notice was disseminated, Class Counsel received several reports from Settlement Class Members, and named Plaintiffs, of Honda dealerships still insisting on defect verification before they would provide a free starter replacement. *Id.* ¶¶ 51–53. After Class Counsel emphasized the significance of this problem, Honda sent additional messages to its dealerships and service centers, and launched a training module that was required viewing, informing them of their obligations with respect to the No Restart Defect under the Settlement. *Id.* Thus, Class Counsel has strived to ensure that Class Members receive the benefits to which they are entitled following preliminary approval.

Finally, the quality of Class Counsel's representation is evident from the equally high-quality defense attorneys against whom they successfully litigated this case. *See Heritage Bond*, 2005 WL 1594389, at *20 (noting "the quality of opposing counsel is important in evaluating the quality of Plaintiff's counsel's work."). From the outset, Honda has been represented by highly capable attorneys with substantial expertise in automotive class action litigation.

Class Counsel's ability to obtain the Settlement for the Class in the face of a formidable opponent further confirms the high quality, skill, and efficiency of Class Counsel's representation and justifies the fee award.

d. Class Counsel Undertook Substantial Risk of Non-Payment and Carried That Risk for Three Years.

Class Counsel undertook this years-long action on an entirely contingent basis, assuming a substantial risk that the litigation could yield no recovery and leave them uncompensated for their time and out-of-pocket expenses, Joint Decl. ¶¶ 57–70—a major factor in determining an attorneys' fee award. *See, e.g.*, *Ryan-Blaufuss*, 2023 WL 11932256, at *5; *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) ("It is an established practice in the private legal [world] to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency

cases.") (collecting cases); *see also Fernandez v. CoreLogic Credco, LLC.*, 2024 WL 3209391, at *16 (S.D. Cal. June 24, 2024); *In re Quantum Health Res., Inc. Sec. Litig.*, 962 F. Supp. 1254, 1257 (C.D. Cal. 1997) ("Because payment is contingent upon receiving a favorable result for the class, an attorney should be compensated both for services rendered and for the risk of loss or nonpayment assumed by accepting and prosecuting the case."); *Moreyra v. Fresenius Med. Care Holdings, Inc.*, 2013 WL 12248139, at *3 (C.D. Cal. Aug. 7, 2013) ("Attorneys also are entitled to a larger fee award when their compensation is contingent in nature, as here.") (citing *Vizcaino*, 290 F.3d at 1048–50).

Without a lodestar multiplier, this level of contingency risk greatly discourages attorneys from taking on meritorious claims under fee-shifting regimes. Class Counsel's requested multiplier is supported by the relevant factors and well within the acceptable range recognized by the Ninth Circuit. *See Moreno v. Pretium Packaging, L.L.C.*, 2021 WL 3673845, at *3 (C.D. Cal. Aug. 6, 2021) (2.57 multiplier); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. 2016) (3.07 multiplier is "well within the range for reasonable multipliers"); *Vizcaino*, 290 F.3d at 1051 n.6 (courts routinely award fee multipliers between 1 and 4).[10]

D. The Requested Attorneys' Fees Are Reasonable Under the Percentage of Recovery Method.

In determining whether a fee request is reasonable under the percentage of recovery method, courts consider: (1) the results achieved for the class; (2) the risk of litigation; (3) the skill required and quality of work; and (4) the contingent nature of the fee and the financial burden carried by the plaintiffs. *Ryan-Blaufuss*, 2023 WL 11932256, at *5 (citing *Vizcaino*, 290 F.3d at 1048–50). As explained above, each of these factors demonstrate the requested award of $35,250,000.00,

[10] *See also* cases cited at Section III.C.3, *supra.*

which represents only 13% of the overall economic benefit to the Class is fair and reasonable. *See Mirkarimi v. Nev. Prop. 1, LLC*, 2016 WL 795878, at *5 (S.D. Cal. Feb. 29, 2016) ("The factors considered in multiplying the lodestar figure are similar to the factors [considered with] the percentage-of-recovery method.")

1. The Requested Fee Is a Reasonable Percentage of the Overall Settlement Value.

Fee awards equaling 25% or more of a settlement fund or value are typical. *Hyundai*, 926 F.3d at 571 (citing *Vizcaino*, 290 F.3d at 1047–48 (affirming fees totaling 28% of class recovery) and *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% of class recovery)); *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 457, 463 (9th Cir. 2000) (affirming fee award of 33-1/3% of fund); *Morris v. Lifescan, Inc.*, 54 Fed. Appx. 663, 664 (9th Cir. 2003) (affirming fee award of 33% of fund); *Vedachalam v. Tata Consultancy Servs., Ltd.*, 2013 WL 100796, at *2 (N.D. Cal. July 18, 2013) (collecting cases awarding 30% or more); *Johnson v. Gen. Mills, Inc.*, 2013 WL 3213832, at *6 (C.D. Cal. June 17, 2013) (approving fee award of 30% of fund); *Milburn v. PetSmart, Inc.*, 2019 WL 5566313, at *8–10 (E.D. Cal. Oct. 29, 2019) (awarding 33.3% of fund).

Here, the requested award represents only 13% of the estimated $269 million value of the Extended Warranty and Extended Claim Period. *See* Joint Decl. ¶ 59. This estimate reflects the cost to consumers of obtaining similar relief in the market by first estimating the costs to provide the relief under the Settlement, then adjusted these estimates to derive an expected retail amount that consumers would be expected to pay for these benefits. In other words, the $269 million value represents the total estimated out-of-pocket costs (including the estimated retail price of a service contract) that, absent the Settlement, Class Members would incur to purchase similar benefits in the market.

This valuation is in accord with courts' recognition that, in determining settlement value, "the standard is not how much money a company spends on

purported benefits, but the value of those benefits to the class." *In re Anthem, Inc. Data Breach Litig.*, 2018 WL 3960068, at *8 (N.D. Cal. Aug. 17, 2018); *see also Bluetooth*, 654 F.3d at 944 (same); *Miller v. Ghirardelli Chocolate Co.*, 2015 WL 758094, at *5 (N.D. Cal. Feb. 20, 2015) ("Ninth Circuit precedent requires courts to award class counsel fees based on the total benefits being made available to class members rather than the actual amount that is ultimately claimed.") (citations omitted).[11]

Further, other courts have accepted the settlement valuation method proposed here. *See Toyota*, 2013 WL 12327929, at *29 n.7 (accepting Plaintiffs' experts' $877 million valuation of non-monetary benefits—the Brake Override System installations and Customer Support Program—"*based on the average retail cost of such installations . . . and market price of similar extended service contracts offered in the industry.*") (emphasis added); *see also In re ZF-TRW Airbag Control Units Prods. Liab. Litig.*, 2023 WL 9227002, at *15 (C.D. Cal. Nov. 28, 2023) ($25 million in attorneys' fees award supported by warranty valuation expert opining on the market value of the Extended New Parts Warranty); *see, e.g.*, *In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Practices, & Prods. Liab. Litig.*, 2019 WL 2554232, at *1 (N.D. Cal. May 3, 2019).

The requested fee is only 13% of the $269 million Settlement value, well below the Ninth Circuit benchmark.

2. Awards in Similar Cases

Class Counsel's requested fee also accords with awards in similar cases. *See, e.g.*, *Toyota*, 2013 WL 12327929, at *28 (attorneys' fees of $200 million, paid separately from other class relief); *Siqueiros*, ECF No. 735 ¶¶ 13–14 (approving

[11] *See also Boeing Co. v. Van Gemert*, 444 U.S. 472, 480 (1980) (right of class members "to share the harvest of the lawsuit upon proof of their identity . . . is a benefit in the fund created by the efforts of the class representative and their counsel").

$55,763,396.92 in attorneys' fees, 37% of $150,000,000 settlement); *Cheng*, ECF No. 192 ¶¶ 15–16 (fee award of $28,500,000, based on a lodestar of $7,686,448); *Cohen*, ECF No. 260 ¶¶ 1–3 (fees award of $15.5 million, based on a lodestar of $7,400,818.25); *In re Mercedes-Benz Emissions Litig.*, 2021 WL 8053614, at *5 (D.N.J. July 12, 2021) ($80 million in fees, where fees paid in addition to other class relief); *In re Volkswagen & Audi Warranty Extension Litig.*, 89 F. Supp. 3d 155, 166–71 (D. Mass. 2015) (on remand, granting enhanced fees of $15,468,000, using base lodestar of $7,734,000).

E. Class Counsel's Expenses Are Reasonable and Should Be Approved.

Plaintiffs are also entitled to costs under the Settlement, as well as the Consumers Legal Remedies Act ("CRLA"), California Civil Code § 1780(e), and the Private Attorney General Statute ("PAGA"), California Civil Procedure § 1021.5. *See Sadowska*, 2013 WL 9600948, at *8 ("As the prevailing party, Plaintiffs are entitled to attorneys' fees and expenses under [CLRA] and [PAGA]."). Reasonable costs and expenses are those that "would normally be charged to a fee paying client." *Trustees of Const. Indus. & Laborers Health & Welfare Trust v. Redland Ins. Co.,* 460 F.3d 1253, 1257 (9th Cir.2006).

Class Counsel's out-of-pocket expenses currently total $823,131.24. Joint Decl. ¶ 67 & Ex. C. The expenses are of the type typically billed by attorneys to paying clients in the marketplace. *Id.* Counsel incurred these costs for, *inter alia*, expert fees, mediation fees, electronic discovery database support, filing and service of process expenses, meals, hotels, travel, computerized research, photocopies, court reporting services, translation services, class notice costs, and postage. *Id.* The expenses were reasonable and necessary for the successful prosecution of this case and should be approved. *Id.*

Class Counsel will incur additional expenses on this case going forward, including working with JND Legal Administration (the Notice Administrator) and

the Settlement Administrator, communicating with Settlement Class Members, and attending the Final Approval Hearing. *Id.* ¶ 69. Class Counsel's request an order granting reimbursement of Plaintiff's counsel's reasonable expenses and costs of no less than $823,131.24, with any future costs to be substantiated.

C. The Settlement Class Representative Service Awards Should Be Approved.

"Incentive awards are fairly typical in class action cases," *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (citing Newberg on Class Actions § 11:38 (4th ed. 2008)), as they promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. *Rodriguez*, 563 F.3d at 958–59; *see also Edwards v. Nat'l Milk Producers Fed'n*, 2017 WL 3616638, at *11 (N.D. Cal. June 26, 2017) (same).

Here, the Class Representatives' efforts were instrumental in achieving the Settlement and justify the amount requested. They came forward to prosecute this litigation for the Class's benefit; sought successfully to remedy a widespread wrong; and have conferred valuable benefits upon the Class. They provided a valuable service to the Class and devoted substantial time and effort here by: (a) providing information and input in connection with the drafting of the Complaints; (b) overseeing the prosecution of the litigation; (c) agreeing to make their Class Vehicles available for inspection; (d) responding to discovery, including searching for and producing requested documents; (e) being deposed; (f) repeatedly consulting with Class Counsel; and (g) being involved in all aspects of the case, including settlement. Plaintiffs were each prepared for and committed to continue their service, including attending and testifying at trial. *See* Joint Decl. ¶¶ 71–74.

Service awards of $7,500 each for the Settlement Class Representatives are reasonable under the circumstances and in line with awards approved by federal courts in California and elsewhere. *Siqueiros*, ECF No. 735 ¶ 15 (service awards of $30,000 to each plaintiff "are fair and reasonable for their efforts in prosecuting

the claims in the Settlement Agreement"); *In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at *18 (N.D. Cal. Sep. 2, 2015) (awarding each of five class representatives amounts ranging from $80,000 to $120,000 in case that settled pre-trial); *Galeener v. Source Refrigeration & HVAC, Inc.*, 2015 WL 12977077, at *2 (N.D. Cal. Aug. 21, 2015) (collecting cases and holding that service awards of $27,000, $25,000, $15,000, and $2,000 were "fair and reasonable"). Moreover, as with attorney's fees and expenses, the requested service awards will not reduce Class-wide relief.

IV. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant this Motion.

Respectfully submitted,

Dated: March 23, 2026

By: */s/ H. Clay Barnett, III*

H. Clay Barnett, III (*pro hac vice*)
W. Daniel "Dee" Miles, III (*pro hac vice*)
Demet Basar (*pro hac vice*)
J. Mitch Williams (*pro hac vice*)
Rebecca D. Gilliland (*pro hac vice*)
Dylan T. Martin (*pro hac vice*)
Trent H. Mann (*pro hac vice*)
BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, Alabama 36104
Telephone: 334-269-2343
Dee.Miles@beasleyallen.com
Clay.Barnett@beasleyallen.com
Demet.Basar@beasleyallen.com
Mitch.Williams@beasleyallen.com
Rebecca.Gilliland@beasleyallen.com
Dylan.Martin@beasleyallen.com
Trent.Mann@beasleyallen.com

Adam J. Levitt (*pro hac vice*)
John E. Tangren (*pro hac vice*)

Daniel R. Ferri (*pro hac vice*)
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: 312-214-7900
alevitt@dicellolevitt.com
jtangren@dicellolevitt.com
dferri@dicellolevitt.com

Andrew Trailor (*pro hac vice*)
ANDREW T. TRAILOR, P.A.
9990 Southwest 77 Avenue, PH 12
Miami, Florida 331156
Telephone: 305-668-6090
andrew@attlawpa.com

Class Counsel

C. Moze Cowper (Bar No. 326614)
COWPER LAW PC
10880 Wilshire Boulevard, Suite 1840
Los Angeles, California 90024
Telephone: 877-529-3707
mcowper@cowperlaw.com

Liaison Counsel

CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 23, 2026.

/s/ H. Clay Barnett, III
H. Clay Barnett, III (*pro hac vice*)

CERTIFICATION OF COMPLIANCE WITH C.D. CAL. L.R. 11-6.1

The undersigned certifies that this brief, including footnotes, contains 6,978 words, which complies with Local Rule 11-6.1.

Dated: March 23, 2026

Respectfully submitted,

s/ H. Clay Barnett, III
H. Clay Barnett, III (*pro hac vice*)

Signature of Certification

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: March 23, 2026

Respectfully submitted,

s/ H. Clay Barnett, III
H. Clay Barnett, III (*pro hac vice*)