

**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

Hon. Mark C. Scarsi

CONSOLIDATED ACTION

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**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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Plaintiffs Kevin Bishop, Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas, Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew, Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary, Sadia Durrani, Abby O'Neill, Latasha Ransome, and Ali Qureshi ("Plaintiffs" or "Class Representatives"), on behalf of themselves and all others similarly situated and by and through their counsel, and Defendant American Honda Motor Co., Inc. ("AHM" or "Defendant"), by and through its counsel, hereby enter into this Settlement Agreement and Release ("Settlement Agreement"), subject to Court approval. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

**WHEREAS**, on June 21, 2022, Plaintiff Hamid Bolooki filed a class action complaint ("Complaint") [Dkt 1.] in the United States District Court for the Central District of California, captioned *Bolooki et al. v. American Honda Motor Co., Inc.*, Case No. 22-cv-04252-MCS-SK (the "Action" or "Litigation"), on behalf of himself and a putative nationwide class and a Florida subclass asserting claims for (1) violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* ("Mag-Moss"), (2) violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §§ 501.201 *et seq.*), (3) Breach of Express Warranty (Fla. Stat. §§ 672.313 and 680.21), (4) breach of the implied warranty of merchantability (Flat. Stat. §§ 672.101 *et seq.*), (5) fraudulent concealment/omission, and (6) unjust enrichment.

**WHEREAS**, on September 16, 2022, Plaintiff Hamid Bolooki, along with additional plaintiffs Andre Williams, Abby O'Neill, Antoinette Lanus, Drew Taranto,

Latasha Ransome, Sirous Pourjafar, Malik Barrett, and Ali Qureshi filed a First Amended Class Action Complaint [Dkt. 42] (“FAC”) in the Litigation, on behalf of themselves and a putative nationwide class and California, Florida, Illinois, Louisiana, New Jersey, New York, Ohio, and Rhode Island subclasses asserting claims for (1) violation of Mag-Moss; *for the Florida subclass* claims for (2) violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. §§ 501.201 *et seq.*), (3) Breach of Express Warranty (Fla. Stat. §§ 672.313 and 680.21), (4) breach of the implied warranty of merchantability (Flat. Stat. §§ 672.101 *et seq.*), (5) fraudulent concealment/omission, (6) unjust enrichment; *for the Illinois subclass claims for* (7) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. 505/1 *et seq.*), (8) breach of express warranty (810 Ill. Comp. Stat. 5/2-313 and 5/2A-210), (9) fraudulent omission, (10) unjust enrichment; *for the Louisiana subclass claims for* (11) Redhibition (La. Civ. Code Arc. 2520 *et seq.*), (12) breach of warranty for fitness for ordinary use (La. Civ. Code Art. 2524), (13) breach of express warranty (La. R.S. § 9:2800.51 *et seq.*), (14) fraudulent omission, (15) violation of the Louisiana Unfair Trade Practices Act (La. Rev. Stat. Ann. §§ 51.1401 *et seq.*), (16) unjust enrichment; *for the Ohio subclass claims for* (17) violation of the Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. §§ 1345.01 *et seq.*), (18) breach of express warranty (Ohio Rev. Code Ann. §§ 1302.26 and 1310.17), (19) breach of implied warranty in tort, (20) fraudulent omission, (21) unjust enrichment; *for the Rhode Island subclass claims for* (22) violation of the Rhode Island Unfair Trade Practice and Consumer Protection Act (R.I. Gen. L. § 6-13.1-1 *et seq.*), (23) breach of express warranty (R. I. Gen. L. § 6A-2-313), (24) breach of the implied warranty of merchantability (R. I. Gen. L. § 6A-

2-314), (25) fraudulent omission, (26) unjust enrichment; *for the California subclass claims for* (27) violation of the California Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*), (28) violation of the Song-Beverly Consumer Warranty Act for Breach of Express Warranty (Cal. Civ. Code §§ 1790 *et seq.*), (29) violation of the Song-Beverly Consumer Warranty Act for Breach of Implied Warranty (Cal. Civ. Code §§ 1790 *et seq.*), (30) fraudulent omission, (31) unjust enrichment, (32) violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); *for the New Jersey subclass claims for* (33) violation of the New Jersey Consumer Fraud Act (N.J. Stat. §§ 56:8-1 *et seq.*), (34) breach of implied warranty of merchantability (N.J. Stat. §§ 12A:2-314 and 12A:2A-212), (35) fraud omission, (36) unjust enrichment; *for the New York subclass claims for* (37) violation of New York General Business Law, Deceptive Trade Practices Act (N.Y. Gen. Bus. L. § 349), (38) breach of express warranty (N.Y. U.C.C. §§ 2-313 and 2-A-210), (39) breach of implied warranty of merchantability (N.Y. U.C.C. §§ 2-314 and 2-A-212), (40) fraudulent omission, and (41) unjust enrichment.

**WHEREAS**, on April 14, 2023, Plaintiffs Hamid Bolooki, Andre Williams, Abby O'Neill, Antoinette Lanus, Drew Taranto, Latasha Ransome, Sirous Pourjafar, Malik Barrett, and Ali Qureshi, along with additional plaintiffs John Cooper Ilya Birman, Yosef Ben Zev, and Deneen Nock filed a First Consolidated Amended Complaint [Dkt. 73] ("CFAC") in the Litigation, on behalf of themselves and putative state classes in California, Florida, Illinois, Louisiana, New Jersey, New York, North Carolina, Ohio, and Rhode Island asserting the same claims as those in the FAC (less the nationwide claim under Mag-Moss), *plus additional claims for the North Carolina subclass* for (1) violation of the North

Carolina Unfair Deceptive Trade Practices Act (N.C. Gen. Stat. §§ 75-1.1 *et seq.*), (2) breach of implied warranty of merchantability (N.C. Gen. Stat. § 25-2-101 *et seq.*), (3) fraudulent omission, and (4) unjust enrichment.

**WHEREAS**, on May 12, 2023, Plaintiffs Hamid Bolooki, Andre Williams, Abby O'Neill, Antoinette Lanus, Drew Taranto, Latasha Ransome, Sirous Pourjafar, Malik Barrett, Ali Qureshi, John Cooper, Ilya Birman, Yosef Ben Zev, and Deneen Nock, with additional plaintiffs Jeanice Stewart, Gabriel Arambula, Sean Crary, Kevin Bishiop, Liz Simpson, Jeff Kaminski, Devron Elliot, Ocatavio Ayala, Brandon Derry, Etinosa O'Basuyi, Daniel Rock, Sharon Marie Johnson, Sadia Durrani, Scott Stapelton, Marilyn Thomas, Melissa Howell, and David Jew filed a Second Consolidated Amended Complaint [Dkt. 82] ("SCAC") in the Litigation, on behalf of themselves and state classes in Alabama, California, Connecticut, Delaware, Florida, Illinois, Indiana, Louisiana, Maryland, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Virginia and Washington asserting the same claims as those in the CFAC *plus* additional claims *for the Alabama subclass* for (1) violation of the Alabama Deceptive Trade Practices Act (Ala. Code § 8-19-1 *et seq.*), (2) breach of implied warranty of merchantability (Ala. Code §§ 7-2-314 and 7-2a-314), (3) fraudulent omission, (4) unjust enrichment; *for the Connecticut subclass* for (1) violation of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. §§ 42-110A *et seq.*), (2) breach of implied warranty of merchantability (Conn. Gen. Stat. § 42A-2-314), (3) fraudulent omission, (4) unjust enrichment; *for the Delaware subclass* for (1) violation of the Delaware Deceptive Trade Practices Act (Del. Code Ann. Title 6, §§ 2501 *et seq.*), (2) breach of implied warranty of

merchantability (Del. Code Ann. Title 6 §§ 2-314 *et seq.*), (3) fraudulent omission, (4) unjust enrichment; *for the Indiana subclass* for (1) violation of the Indiana Deceptive Consumers Sales Act (Ind. Code Ann. §§ 24-5-0.5-1 *et seq.*), (2) breach of implied warranty of merchantability (Ind. Code §§ 26-1-2-314 and 26-1-2.1-212), (3) fraudulent omission, (4) unjust enrichment; *for the Maryland subclass* for (1) violation of the Maryland Consumer Protection Act (Md. Code Ann. Comm Law §§ 13-101 *et seq.*), (2) beach of implied warranty of merchantability (Md. Code Ann. Com. Law §§ 2-314 (*et seq.*), (3) fraudulent omission, (4) unjust enrichment; *for the Nevada subclass* for (1) violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat. §§ 598.0903 *et seq.*), (2) breach of implied warranty of merchantability (Nev. Rev. Stat. §§ 104.2314), (3) fraudulent omission, (4) unjust enrichment; *for the New Hampshire subclass* for (1) violation of the New Hampshire Consumer Protection Act (N.H. Rev. Stat. §§ 358-A:1 *et seq.*), (2) breach of implied warranty of merchantability (N.H. Rev. Stat. Ann. §§ 382-A:2-314 *et seq.*), (3) fraudulent omission, (4) unjust enrichment; *for the Pennsylvania subclass* for (1) violation of the Pennsylvania Unfair Trade Practices and Consumer Protection law(73 P.S. §§ 201-1 *et seq.*), (2) breach of implied warranty of merchantability (13 PA. Cons. Stat. Ann. §§ 2314), (3) fraudulent omission, (4) unjust enrichment; *for the Texas subclass* for (1) violation of the Texas Deceptive Trade Practices Consumer Protection Act (Tex. Bus. & Com. Code §§ 17.41 *et seq.*), (2) breach of implied warranty of merchantability (Tex. Bus. & Com. Code Ann. §§ 2.101 *et seq.*), (3) fraudulent omission, (4) unjust enrichment; *for the Virginia subclass* for (1) violation of the Virginia Consumer Protection Act (Va. Code Ann. §§ 59.1-196 *et seq.*), (2) breach of implied warranty of



merchantability (Va. Code Ann. § 8.2-314), (3) fraudulent omission, (4) unjust enrichment; and *for the Washington subclass* for (1) violation of the Washington Consumer Protection Act (Wash. Rev. Code Ann. §§ 19.86.010 *et seq.*), (2) breach of implied warranty of merchantability (Wash. Rev. Code Ann. §§ 62A.2-314 *et seq.*), (3) fraudulent omission, (4) unjust enrichment.

**WHEREAS**, on October 11, 2023, Plaintiffs Hamid Bolooki, Andre Williams, Abby O’Neill, Antoinette Lanus, Drew Taranto, Latasha Ransome, Sirous Pourjafar, Malik Barrett, Ali Qureshi, Deneen Nock, Jeanice Stewart, Gabriel Arambula, Sean Crary, Kevin Bishop, Liz Simpson, Jeff Kaminski, Devron Elliot, Ocatavio Ayala, Brandon Derry, Etinosa O’Basuyi, Daniel Rock, Sharon Marie Johnson, Sadia Durrani, Marilyn Thomas, Melissa Howell, and David Jew filed a Third Consolidated Amended Complaint [Dkt. 111] (“TCAC”) in the Litigation, on behalf of themselves and state classes in Alabama, California, Connecticut, Delaware, Florida, Illinois, Indiana, Louisiana, Maryland, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Virginia and Washington subclasses asserting the same claims as those in the SCAC.

**WHEREAS**, on December 3, 2024, Plaintiffs Hamid Bolooki, Janice Stewart, Sirous Pourjafar, Sean Crary, Kevin Bishop, Liz Simpson, Abby O’Neill, Jeff Kaminski, Antoinette Lanus, Devron Elliot, Brandon Derry, Malik Barrett, Drew Taranto, Etinosa O’Basuyi, Daniel Rock, Sharon Marie Johnson, Sadia Durrani, Marilyn Thomas, Melissa Howell, and David Jew filed a Fourth Consolidated Amended Complaint [Dkt. 209] (“4CAC”) in the Litigation that dropped their New York and Rhode Island class claims in

the TCAC.

**WHEREAS**, Plaintiffs and AHM recognize the outcome of the Litigation and the claims asserted in the Complaint, FAC, CFAC, SCAC, TCAC, 4CAC (together “Asserted Claims”) are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

**WHEREAS**, the Parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator, Anthony Piazza of Mediated Negotiations, Inc. concerning the issues and Asserted Claims raised by Plaintiffs in the Litigation and AHM’s defenses thereto, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

**WHEREAS**, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class (“Settlement Class” as defined in section I (12), below).

**WHEREAS**, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in any iteration of the operative pleadings in the Litigation, or that could have been asserted by Plaintiffs, based upon the facts alleged in the Litigation by or on behalf of members of the Settlement Class;

**WHEREAS**, Plaintiffs, by and through Class Counsel, have: (a) made a thorough and extensive investigation of the facts and circumstances surrounding the allegations asserted in the Litigation; (b) engaged in investigation and discovery of the Claims asserted in the Litigation, including discovery obtained by Plaintiffs in connection with the Action and prior to execution of this Agreement, and (c) evaluated and considered the law applicable to the Asserted Claims in the Litigation, including the defenses that AHM likely

would assert;

**WHEREAS**, AHM does not believe Plaintiffs' Claims and allegations are meritorious and has denied and continues to deny any and all defect and/or safety claims alleged by Plaintiffs, and has denied and continues to deny that it is legally responsible or liable to Plaintiffs or any member of the Class for any of the matters and/or Claims asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential Claims of Plaintiffs and all members of the Class relating to claims which were or could have been asserted by Plaintiffs and the Class in this Litigation relating to Claims, the alleged practices, and claimed defect(s) at issue;

**WHEREAS**, Class Counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiffs' interest, and the interest of all Class Members, to resolve this Action, and any and all Asserted Claims against AHM arising from the conduct alleged in the Action, and in this Settlement Agreement;

**WHEREAS**, the Parties agree that the proposed Settlement is fair, adequate, and reasonable;

**WHEREAS**, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, and is subject to the Court approval process set forth herein;

**WHEREAS**, the undersigned Parties believe this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best

interest of Class Members, and treats Class Members equitably in relation to each other; and

**WHEREAS**, this Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of the Class, and AHM;

**NOW, THEREFORE**, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## **I. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) **Action.** “Action” means the lawsuit captioned *Bolooki et al. v. American Honda Motor Co., Inc.*, Case No. 22-cv-04252-MCS-SK, and any and all lawsuits consolidated within this case number under the omnibus case title “*In re Idle Stop Litigation*.” The Action may also be referred to in this Settlement Agreement as the “Litigation.”

2) **AHM.** “AHM” means American Honda Motor Co., Inc., the defendant in this Action.

3) **AIS No-Restart.** “AIS No Restart” means the condition where, under certain circumstances, after coming to a stop and engaging idle stop, a Class Vehicle’s engine may not restart automatically, as detailed in the Service Bulletins.

4) **Authorized Acura Dealership.** “Authorized Acura Dealership” means a dealership authorized by AHM to sell and service Acura vehicles in the United States.

5) **Authorized Honda Dealership.** “Authorized Honda Dealership” means a dealership authorized by AHM to sell and service Honda vehicles in the United States.

6) **Claim.** “Claim” means a request for reimbursement for an Out-Of-Pocket Cost.

7) **Claim Deadline.** “Claim Deadline” means the ninety day (90) period after the date of entry of the Final Approval Order during which Class Members may make a Claim for Out-of-Pocket Costs incurred prior to receipt of the Class Notice for past Out-of-Pocket Costs that were not otherwise reimbursed/reimbursable under the Warranty Extension.

8) **Claimant.** “Claimant” means any Class Member who submits a Claim.

9) **Claim Form.** “Claim Form” means a form to be used by Class Members to make a Claim.

10) **Claim Processing.** “Claim Processing” means the process of (i) establishing and maintaining a Settlement Website; (ii) setting up and maintaining a call-in number to answer Class Member questions; (iii) receiving Claims for processing and payment; (iv) matching the vehicle identification number (VIN) to the Claim; (v) determining if the Claim asserts valid Out-Of-Pocket Costs supported by Required Documentation; (vi) determining if the Claim has been previously paid in whole or in part by AHM through goodwill payments, warranty payments, or under the Warranty Period; (vii) determining if the Class Member previously had released any claims against AHM as a result of a settlement of a claim or lawsuit; (viii) conducting a data search to determine if the Class Vehicle previously has been previously involved in an accident or deemed a total

loss (i.e. salvage) prior to a Class Member incurring an Out-of-Pocket Cost; (ix) entering data into the AHM warranty database concerning the Class Vehicle; and (x) verifying no other exclusions in this Settlement apply.

**11) Class Counsel.** “Class Counsel” means Adam J. Levitt of Dicello Levitt LLP, H. Clay Barnett, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., and Andrew T. Traylor of Andrew T. Traylor, P.A.

**12) Class Counsels’ Fees and Expenses.** “Class Counsels’ Fees and Expenses” means the reasonable attorneys’ fees and litigation costs that Class Counsel will seek by way of motion made to the Court.

**13) Class Notice.** “Class Notice” means the Court-approved form of notice to the Class mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to participate in, object to, or exclude themselves from, the Settlement; (iv) their opportunity to submit a Claim; and (v) benefits available and/or implemented by AHM under the Settlement. The Class Notice means the same thing as the Mailed Notice and includes any postcard notice sent to the Class and the long form notice that will be posted on the Settlement Website.

**14) Class Notice Date.** “Class Notice Date” means the date by which the Notice Administrator completes the mailing of a copy of the Class Notice by first class mail, postage prepaid, to each member of the Settlement Class.

**15) Class Vehicle(s).** “Class Vehicles” means 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. Any vehicle that has already received a starter motor assembly replacement with the “A53” starter motor assembly for free under warranty is not a “Class Vehicle” except for purposes of submitting a Claim for reimbursement of “Out-of-Pocket Costs” as defined herein.

**16) Complaint.** “Complaint” means the Complaint, FAC, CFAC, SCAC, TCAC, 4CAC, or Fifth Consolidated Amended Complaint (“5CAC”) [Dkt. 242] filed in the Action (individually or in the aggregate), as well as any additional complaints that may be filed in the Action to conform the pleadings to this Settlement.

**17) Court.** “Court” means the United States District Court for the Central District of California, the Hon. Mark C. Scarsi, or his duly appointed successor.

**18) Defendant’s Counsel.** “Defendant’s Counsel” means Lewis Brisbois Bisgaard & Smith LLP.

**19) Effective Date.** “Effective Date” means the date by when: (1) the Court’s Final Approval Order is a final, appealable judgment; *and* (2) either (a) no appeal has been taken from the judgment relating to the merits of the settlement as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Approval Order in all material respects.

**20) Extended Claim Period.** “Extended Claim Period” means (a) for 2015 model year TLX vehicles, the additional twenty-four (24) month period after the expiration of the Warranty Period for each such vehicle (all based on the original date of purchase for each such vehicle), during which a free valve adjustment and Replacement Starter related to the AIS No-Restart condition may be performed for a 2015 model year TLX vehicle under the Service Bulletin at an Authorized Acura Dealership, and (b) for 2016 model year Honda Pilot, Acura TLX, and Acura MDX vehicles, the additional eighteen (18) month period after the expiration of the Warranty Period for each such vehicle (all based on the original date of purchase for each such vehicle), during which a free valve adjustment and Replacement Starter related to the AIS No-Restart condition may be performed for a 2016 model year Honda Pilot, Acura TLX, and Acura MDX under the Service Bulletin at an Authorized Acura Dealership or Authorized Honda Dealership.

**21) Final Approval Hearing.** “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees.

**22) Final Approval Order.** “Final Approval Order” means the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement.

**23) Final Approval Order on Fees.** “Final Approval Order on Fees” means any order of the Court awarding Class Counsels’ Fees and Expenses.

**24) Litigation.** “Litigation” means the Action as defined above.

**25) Mailed Notice.** “Mailed Notice” means the Class Notice sent by U.S. Mail.



**26) Notice Administrator.** “Notice Administrator” means JND Legal Administration, a class action administrator that American Honda Motor Co., Inc. will retain to disseminate the Class Notice (including the “CAFA Notice” (as defined herein)) and handle other tasks as defined herein.

**27) Notice Plan.** “Notice Plan” means sending the Class Notice via first class mail, postage prepaid, and shall also include email notices/reminders where email addresses are known or available for Settlement Class Members.

**28) Objection Deadline.** “Objection Deadline” means thirty-five (35) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Settlement Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

**29) Out-Of-Pocket Costs.** “Out-Of-Pocket Costs” means all expenses that a Settlement Class Member (1) has reasonably incurred relating to AIS No-Restart, consisting of expenses for the part and labor costs associated with starter replacement, starter relay replacement, or valve adjustment available for reimbursement under the Warranty Extension, as well as towing expenses (if any) due to AIS No-Restart issues, or (2) reasonably may incur in the future (during the Warranty Period or the Extended Claim Period, as applicable) due to AIS No-Restart issues, and that are not otherwise covered by the Warranty Period or Extended Claim Period (for example, towing expenses due to no-restart issues are included; battery replacement expenses/loaner car costs, etc. are not), as applicable.

**30) Parties.** “Parties” means the Plaintiffs and Defendant.

**31) Plaintiffs.** “Plaintiffs” means the Settlement Class Representatives as defined below.

**32) Preliminary Approval Order.** “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

**33) Released Claims.** “Released Claims” means the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections.

**34) Released Parties.** “Released Parties” means AHM, its parent, subsidiaries, affiliates and related entities and all of its past and present directors, officers, employees, partners, principals, agents, and each of their predecessors, successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, related or affiliated entities, Authorized Acura Dealerships, Authorized Honda Dealerships, distributors, suppliers, and any members of their immediate families, and any trust for which any of them are trustees, settlers, or beneficiaries.

**35) Request for Exclusion.** “Request for Exclusion” means a request by any Class Member for exclusion from the Settlement.

**36) Required Documentation.** “Required Documentation” means documents required for a Claim and includes (1) a completed Claim Form, and (2) proof of payment for Out-of-Pocket Costs actually paid by a Settlement Class Member such as receipts, cancelled checks, credit card statements, invoices, costs verifiable, etc., as described in the Claim Form.

**37) Service Award.** “Service Award” means the amount to be paid to the

Settlement Class Representatives to compensate them for the time and effort on behalf of the Class, as approved or otherwise awarded by the Court.

**38) Service Bulletin.** “Service Bulletin” means Acura service bulletins 22-009 (2015-2020 TLX) and 23-002 (2016-2020 MDX), and Honda service bulletin 23-009 (2019-21 Passport; 2016-2021 Pilot; 2020-21 Ridgeline), individually or collectively, which Defendant will amend to remove all language reflecting or related to AIS No-Restart symptom verification or duplication as a condition to receiving the repair procedure described therein.

**39) Settlement.** “Settlement” and “Settlement Agreement” means this agreement by the Parties to resolve this Litigation, the terms of which have been memorialized herein.

**40) Settlement Administrator.** “Settlement Administrator” means AHM.

**41) Settlement Class.** “Settlement Class” means all individuals or legal entities who own or owned, purchase(d) or lease(d) Class Vehicles in any of the fifty States Excluded from the Class are (1) AHM, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) insurers or financier of the Class Vehicles; (3) all persons and/or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) individuals or businesses that have purchased Class Vehicles previously deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle who previously have released all

claims against AHM with respect to the issues raised in the Litigation; and (8) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

**42) Settlement Class Members.** “Settlement Class Members” have the same meaning as “Settlement Class,” as set forth in ¶ 42 above.

**43) Settlement Class Representatives.** “Class Representatives” means plaintiffs Kevin Bishop, Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas, Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew, Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary, Sadia Durrani, Abby O’Neill, Latasha Ransome, and Ali Qureshi.

**44) Replacement Starter.** “Replacement Starter” means an “A53” starter motor assembly.

**45) Warranty Period.** “Warranty Period” means the warranty coverage extension for valve adjustment and starter replacement related to AIS No-Restart for 10 years from the original date of purchase (first retail sale or lease of the Class Vehicle as a “new” vehicle) with no mileage limitation, as announced in the Service Bulletins.

## **II. REQUIRED EVENTS**

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant’s Counsel shall take all reasonable and necessary steps to obtain entry and approval of the Preliminary Approval Order and obtain entry of the Final Approval Order. By stipulation of the Parties and Court order, Plaintiffs have filed the 5CAC that defines the class consistent with the terms of this Settlement

Agreement. The Parties agree that since the 5CAC was filed to conform to the Settlement Agreement as agreed upon which created a nationwide class action for all affected Class Members, AHM need not file a response (answer) to the 5CAC. The Parties further agree that in not responding to the 5CAC as set forth herein, AHM will not be deemed to have waived any defense, admitted any fact, or have otherwise defaulted or effected a waiver in any manner.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to do all things necessary to cure any deficiency(s) identified by the Court to effectuate settlement. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential and in the interest of all Parties and Settlement Class Members. The Parties shall cooperate with each other in good faith to carry out the purposes of and to fully effectuate this Settlement Agreement, shall promptly perform their respective obligations fully hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, this Action shall be dismissed, on its merits and with prejudice, subject to the continuing jurisdiction of the Court. The Final Approval Order also will enjoin the prosecution of any litigation or class action by Settlement Class Representatives or any Settlement Class Member related to or arising from any Released Claims herein.

### **III. SETTLEMENT TERMS**

1) **Amendment to Service Bulletin.** Not later than fourteen (14) days of the issuance of a Preliminary Approval Order, AHM will disseminate amended Service Bulletins to all Authorized Honda Dealerships and Authorized Acura Dealerships with a modified “Inspection Procedure” section for Acura Service Bulletins 22-009 (2015-2020 TLX) and 23-002 (2016-2020 MDX), and Honda Service Bulletin 23-009 (2019-21 Passport; 2016-2021 Pilot; 2020-21 Ridgeline) which removes all language in these bulletins reflecting or related to AIS No-Restart symptom verification or duplication as a condition to receiving the repair procedure described therein. The Parties will cooperate to agree on language for the amended Service Bulletins that will remove AIS No-Restart verification language in the Service Bulletin, as exemplified below.

*a. Acura Service Bulletin 22-009*

**Inspection Procedure**

Does 22-008 Product Update: 2015-20 TLX PGM-FI Idle Stop Software Update apply to the VIN?

**Yes** – Confirm 22-008 Product Update: 2015-20 TLX PGM-FI Idle Stop Software Update is closed by checking VIN inquiry.

- If closed, ~~verify the symptom, if present,~~ proceed to the repair procedure.
- If open, perform 22-008 Product Update: 2015-20 TLX PGM-FI Idle Stop Software Update.

**No** – ~~Verify the symptom, if present,~~ Proceed to the repair procedure.

b. Acura Service Bulletin 23-002

**Inspection Procedure**

Does 23-001 Product Update: PGM-FI Idle Stop Software Update apply to the VIN?

**Yes** – Confirm 23-001 Product Update: PGM-FI Idle Stop Software Update is closed by checking VIN inquiry.

- If closed, ~~verify the symptom, if present,~~ proceed to the repair procedure.
- If open, perform 23-001 Product Update: PGM-FI Idle Stop Software Update.

**No** – ~~Verify the symptom, if present,~~ Proceed to the repair procedure.

c. Honda Service Bulletin 23-009

**Inspection Procedure**

Does 23-008 Product Update: PGM-FI Idle Stop Software Update apply to the VIN?

**Yes** – Confirm 23-008 Product Update: PGM-FI Idle Stop Software Update is closed by checking VIN inquiry.

- If closed, ~~verify the symptom, if present,~~ proceed to the repair procedure.

- If open, do 23-008 Product Update: PGM-FI Idle Stop Software Update.

**No** – ~~Verify the symptom, if present,~~ Proceed to the repair procedure.

2) **Extended Claim Period.** Not later than fourteen (14) days of the issuance of a Preliminary Approval Order, and without a Final Approval Order, AHM will implement the Extended Claim Period for 2015 and 2016 model year Class Vehicles, inform Authorized Honda Dealerships and Authorized Acura Dealerships of the Extended Claim Period, and will provide notice of both the creation and implementation of the Extended Claim Period to owners of the affected Class Vehicles through the Class Notice.

3) **Out-of-Pocket Costs.** AHM will reimburse Out-of-Pocket Costs, on a claims-made basis, as follows:

- a. For Out-of-Pocket Costs not previously reimbursed or reimbursable under the Warranty Extensions, but incurred prior to the Class Notice Date, Class Members must submit a Claim, with Required Documentation, by the Claims Deadline either electronically or U.S. Mail. Payment for such Claims will be made after Claims Processing, within sixty (60) days of the Effective Date of the Final Approval Order. Class Members who submit timely and valid Claims for Out-of-Pocket Costs incurred prior to the Class Notice Date will be eligible for reimbursement even if they no longer own the Class Vehicle.
- b. For Out-of-Pocket Costs incurred after the Class Notice Date, Settlement Class Members must submit a Claim with Required Documentation, either electronically or U.S. Mail, not later than sixty (60) days after such Out-of-



Pocket Costs are incurred. Payment for such Claims will be made after Claims Processing, by the later of sixty (60) days of the Effective Date of the Final Approval Order or sixty (60) days after such post-Class Notice Claims are submitted (if submitted after Final Approval). After the Class Notice Date, all AIS repairs must be performed as warranty repairs by an Authorized Acura Dealership or Authorized Honda Dealership pursuant to the terms of the Warranty Period or Extended Claims Period, as applicable. Part and labor costs paid by Class Members for repairs done by repair facilities other than Authorized Acura Dealerships or Authorized Honda Dealerships after the Class Notice Date are not eligible for reimbursement as Out-of-Pocket Costs.

#### **IV. CLASS NOTICE AND RELATED PROVISIONS**

A. Class Notice will be accomplished consistent with the Notice Plan, all as approved by the Court, and consistent with the requirements of Fed. R. Civ. P. 23, the Due Process Clause of the United States Constitution, and all other applicable statutes, laws and rules, including those described below, as well as those in the Preliminary Approval Order, the Notice Plan (attached hereto as Exhibit 4), and this Settlement Agreement. Implementation of the Notice Plan will commence on the date of entry of the Preliminary Approval Order. The Notice Plan shall be carried out in substantially the manner provided in this Settlement Agreement.<sup>1</sup> The costs of the Notice Plan, including disseminating the

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<sup>1</sup> Prior to the preliminary approval of this Settlement, the Parties reserve the right to modify the Class Notice to the extent any modifications do not substantively change the contents or effect of the Class Notice. If so modified, the modified draft of the Class Notice can and will be substituted in as an exhibit to this Settlement Agreement in lieu of the Class

notice and otherwise implementing the notice specified in this of this Settlement Agreement, shall be paid by AHM.

B. **Mailed Notice:** Consistent with the timeline specified in the Preliminary Approval Order, the Notice Administrator shall send the Mailed Notice substantially in the form attached hereto as Exhibit 2, by U.S. Mail, proper postage prepaid, to the current and former registered owners and lessees of Class Vehicles, as identified by data provided by Experian or similar vendor(s). The Mailed Notice shall inform those persons of how to obtain the Long Form Notice via the Settlement Website, via regular mail or via a toll-free telephone number, pursuant to Sections IV through V, below. In addition, the Notice Administrator shall: (a) re-mail any notices returned by the United States Postal Service with a forwarding address; (b) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

C. For purposes of identifying the requisite names and addresses, upon entry of the Preliminary Approval Order, the Notice Administrator shall be authorized to the names and most current addresses of Class Members through state agencies. Because some states require a prior court order before vehicle owner information can be released, such information may not be available until after the Preliminary Approval Order is entered.

D. Prior to mailing Class Notice, the Notice Administrator shall conduct an

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Notice Exhibits attached at the time of execution.

address search through the United States Postal Service's National Change of Address database to update the address information for Class Members. For each Class Notice that is returned as undeliverable, the Notice Administrator shall use its best efforts to obtain a deliverable address.

E. The Parties agree to use their best efforts to comply with the time schedule set forth in this section, but agree to work cooperatively in extending this time limit, if reasonably necessary, to obtain the best practicable Settlement Class Member contact information prior to the date of the mailing of Class Notice.

F. **Long Form Notice.** The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 3, and shall contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Settlement Class for settlement purposes, and the Settlement Agreement, including information on the identity of Settlement Class Members, how the Settlement Agreement would provide relief to the Settlement Class and Settlement Class Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

G. **Email Notice.** Following the Court granting preliminary approval of this Settlement, the Notice Administrator shall provide email notice to all Settlement Class Members for which an email address is available, including a hyperlink to the dedicated Settlement Website discussed below where Settlement Class Members can find electronic versions of the Mailed Notice, Long Form Notice, and Claim Form.

H. **Settlement Website.** AHM will, as Settlement Administrator, establish and

maintain a Settlement Website until December 31, 2028 that will: (1) inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information; (2) provide instructions on how to submit a claim by U.S. Mail or electronically; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, a copy of the Class Notice, the Long Form Notice, in English and Spanish, the Claim Form, and the Settlement Agreement; (5) contain a copy of the Service Bulletins, and (6) contain other information AHM and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement. The Settlement Website shall also include Frequently Asked Questions and Answers, Court documents that may be of interest to most Settlement Class Members, and will also maintain a toll-free number providing Class Members assistance with Claims, and answers to frequently asked questions.

I. Costs for all Class Notice, maintaining a Settlement Website, sending required notices to governmental entities (if any), maintaining a toll-free number to answer settlement questions, and all Notice Administrator and Settlement Administrator costs are to be paid by AHM.

J. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Approval Order and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this

paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representatives, Settlement Class Members or the Court, and (2) AHM's ability to communicate with its customers, dealers, or the Court.

**V. NOTICE / SETTLEMENT ADMINISTRATORS**

A. The Notice Administrator will be responsible for the following:

(1) In compliance with the attorney general notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, cause notice of this proposed settlement to be sent to the Attorney General of the United States, and the attorneys general of each state in which a Settlement Class Member resides ("CAFA Notice"); and

(2) disseminate the Class Notice, pursuant to the Notice Plan and this Settlement Agreement, as approved by the Court.

B. The Settlement Administrator will be responsible for Claims Processing and for collecting any "opt out" requests and/or objections and transmitting them to Class Counsel and Defendant's Counsel.

C. Class Members who submit Claims herein that are incomplete (e.g. lack Required Documentation other required information) or are not approved for payment will promptly receive by first-class mail a written explanation explaining why a Claim has been denied, or, if applicable, providing instruction on steps the individual can take to cure deficiencies in a Claim. The Claimant receiving notice of an incomplete Claim will be allowed sixty (60) days to submit Required Documentation and other information necessary to cure the deficiencies. If corrective information is not provided within sixty

(60) days of a deficiency notice, the Claim will be denied.

D. On a bi-weekly basis prior to the final approval hearing and on reasonable request after the final approval hearing, the Settlement Administrator will provide to Class Counsel summary information concerning the number of Claims made, number of Claims returned for incompleteness, and number of Claims pending in Claim Processing, number of Claims validated, and the total amount of reimbursement payments to be made on validated Claims.

E. In any instance that a Claim is finally denied and the Claimant disputes the denial, such final denials will be forwarded to Class Counsel. The parties to the dispute, through their respective counsel, will engage in good faith efforts to resolve the dispute as to that Claim (each party to bear his, her or its own respective costs for such efforts). If counsel are unable to resolve the dispute, the Claimant may then appeal the denial of the Claim to the National Center for Dispute Settlement (“NCDS”), which is a third-party neutral, provided that any such appeal must be filed within sixty (60) days of final denial by the Settlement Administrator and any decision by the NCDS will be final and binding upon the parties to the dispute. The appeal to the NCDS will be resolved without a formal hearing or trial process. AHM will pay any cost charged by the NCDS for resolving the appeal, however, the parties to the dispute shall be responsible for paying their respective attorneys’ fees and other expenses if they decide to retain counsel.

F. No later than ten (10) days prior to the date Plaintiff’s Motion for Final Approval is to be filed, the Notice Administrator and/or Settlement Administrator (as applicable) shall provide Class Counsel with an affidavit or declaration to be filed with

the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting the Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court; a report containing the summary information concerning Claims as set forth in Paragraph V(D), above, and setting forth the amount of the reimbursements claimed by Class Members in Claims for Out-of-Pocket Costs. The Notice Administrator and/or Settlement Administrator, as applicable, shall supplement this report upon request by Class Counsel, in the event the Final Approval Hearing is continued or adjourned, or as otherwise necessary.

G. All approved Claims will be paid by AHM by the deadlines set forth in Sections III(3)(a) and III(3)(b) herein through separate checks sent directly to each claimant. Checks must be cashed within one hundred eighty (180) days from the date of issuance, as stated on the face of the check. If the checks remain uncashed or expire, they can be reissued to the claimant upon request.

## **VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

A. Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a Request for Exclusion to the Settlement Administrator, via U.S. mail at the address provided in the Class Notice or electronically on the Settlement Website. Any Request for Exclusion must be postmarked or submitted electronically (via electronic mail) no later than thirty-five (35) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for Exclusion must include:

1. The case name and number of the Action;
2. The Settlement Class Member's full name, current residential address, mailing address (if different), telephone number, and email address;
3. An explanation of the basis upon which the excluding Settlement Class Member claims to be a Class Member, including the make, model, model year, VIN(s), and mileage of his/her/its Class Vehicle(s) and the approximate date(s) of purchase or lease;
4. A request specifically stating his/her/its desire to be excluded from the Settlement and the Class; and
5. The excluding Class Member's dated, handwritten signature or an electronic signature (if submitting via the Settlement Website), as the case may be. An attorney's signature is not sufficient.

Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement and by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release, Final Judgment, and Final Order in the Action, even if he, she, or it has litigation pending or subsequently initiates litigation against AHM relating to the claims and transactions released in the Action. Any Settlement Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

B. The Settlement Administrator shall collect and transmit to Class Counsel and Defendant's Counsel the names and contact information of Settlement Class Members who



submit a Request for Exclusion from the proposed Settlement, along with copies of the Requests for Exclusion submitted.

C. The Parties shall jointly report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

## **VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

A. Any Settlement Class Member who has not excluded themselves pursuant to Section VI and wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards must (1) file their written objection electronically with the Court on or before the Objection Deadline or such other date specified in the Court's Preliminary Approval Order, or (2) mail their objection to the Clerk of the Court and the Settlement Administrator with a postmark dated on or before the Objection Deadline or such other date specified in the Court's Preliminary Approval Order. For an objection to be considered by the Court, the objection must be received by the Court or Settlement Administrator on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and email address;
3. An explanation of the basis upon which the objector claims to be a Settlement Class Member, including the make, model, model year, VIN(s), and mileage of

the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Settlement Class Member;

4. Documentation sufficient to establish membership in the Settlement Class;

5. Whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;

6. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

7. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Costs;

8. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;

9. The number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection,

and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

10. If the Settlement Class Member or his or her counsel have not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection;

11. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

12. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

13. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Settlement Class Member who fails to comply with the provisions of Section VII.A, above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section VII.A. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral

proceedings. Settlement Class Members may not both object and request exclusion.

C. Any Settlement Class Member who objects to the Settlement Agreement shall be entitled to all the benefits of the Settlement Agreement if the Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members.

D. The agreed-upon procedures and requirements for the submission of objections, as specified in Section VII.A, above, in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members.

E. Upon receipt of any objections by Settlement Class Members, the Settlement Administrator shall collect and transmit to Class Counsel and Defendant's Counsel the names and contact information of Class Members who object to the proposed Settlement, along with copies of the objections and any related documents.

F. Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order or Final Approval Order on Fees in the event of an appeal. AHM will make a filing either joining and/or not opposing Class Counsel's defense of the Final Approval Order. Any fees and/or costs incurred by Class Counsel in appeals from a Final Approval Order or any Final Approval Order on Fees by persons/entities who are not signatories to this Settlement Agreement, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not

seek to recover such fees and/or costs from AHM. The signatories to the Settlement Agreement otherwise each reserve all their rights.

### **VIII. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT**

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity (including any claims under the “lemon laws” of the fifty (50) U.S. states and the Magnusson-Moss Warranty Act), that arise out of, relate to, or in any way concern AIS No-Restart in the Class Vehicles, except as set forth in Paragraph VIII(C) below. Without assuming the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. The Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law. Section 1542 of the California

Civil Code provides: “A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the released party.”

C. This Settlement Agreement does not affect the rights of Settlement Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for death, personal injury, or damage to tangible property other than to the Class Vehicles, or claims for subrogation.

D. Notwithstanding the foregoing, the Release does not include any claims that other current plaintiffs have brought in this Action who are not a party to this Agreement, including but not limited to the claims of individual Plaintiffs Drew Taranto and Etinosa O’Basuyi.

E. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Settlement Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant and Released Parties.

**IX. ADMINISTRATION, ATTORNEYS’ FEES AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS**

A. All expenses incurred in administering this Settlement Agreement,

including, without limitation, costs incurred by the Class, the Notice Administrator and the Settlement Administrator shall be paid by AHM, subject to the limitations contained herein and approval of the Court.

B. Plaintiffs will move the Court for an award of Class Counsel Fees and Expenses and Class Representative Service Awards, which AHM shall pay separate and apart from benefits made available under the Settlement. AHM retains all rights to oppose Plaintiffs' request for Class Counsel Fees and Expenses and the amount of Class Representative Service Awards on all available legal and factual grounds.

#### **X. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. AHM, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by AHM of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of AHM. This Settlement Agreement has been duly and validly executed and delivered by AHM and constitutes its legal, valid, and binding obligation.

## **XI. MISCELLANEOUS PROVISIONS**

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by AHM with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. AHM specifically denies all of the allegations made in connection with the Litigation or the Complaint. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by AHM, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a nationwide class be certified for settlement purposes; (b) AHM contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval



Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court and to fully effectuate the purposes and intent of this Settlement Agreement. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that AHM may withdraw or terminate this Settlement Agreement prior to the Final Approval Hearing if more than three percent (3%) of Class Members have submitted valid and timely Requests for Exclusion. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Defendant's Counsel within seven (7) days of receipt by the Settlement Administrator, but, in no event, later than ten (10) Court days before the Final Approval Hearing. Moreover, the Settlement Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. Capitalized words, terms and phrases are used as defined in Section I, above.

F. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

G. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

H. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, modify or supplement any notice contemplated hereunder, as well as to correct any inadvertent mistakes or typographical errors contained in any of the Settlement papers.

J. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining

Class Members from prosecuting claims that are released pursuant to the Settlement Agreement and allowing for discovery related to objectors, if any.

K. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

L. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period

so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

H. Clay Barnett, III  
Beasley, Allen, Crow, Methvin, Portis &  
Miles, P.C.  
272 Commerce Street  
Montgomery, AL 36104  
(334) 269-2343  
clay.barnett@beasleyallen.com

Adam J. Levitt  
DiCello Levitt LLP  
Ten North Dearborn Street, Sixth Floor  
Chicago, IL 60602  
(312) 214-7900  
alevitt@dicellolevitt.com

Andrew Traylor  
Andrew T. Traylor, P.A.  
Marcus Centre

For AHM:

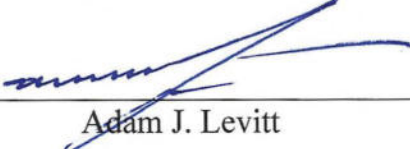
Eric Y. Kizirian, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
633. W. 5th Street, Suite 4000  
Los Angeles, California 90071  
(213) 250-1800 (Telephone)  
Eric.kizirian@lewisbrisbois.com

9990 Southwest 77th Avenue, PH 12  
(305) 668-6090  
andrew@attlawpa.com

IN WITNESS WHEREOF, Plaintiffs and AHM, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

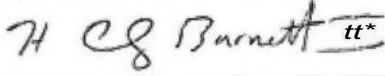
**DICELLO LEVITT LLP**

Dated: 5/12/25

  
Adam J. Levitt

**BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C.**

Dated: 5/12/2025

  
H. Clay Barnett, III

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

Dated: 5/12/25

/S/ Andrew 'S/T Traylor

*Class Counsel*

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

As the Duly Authorized Corporate  
Representative of American Honda Motor Co., Inc.

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

Eric Y. Kizirian  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for American Honda Motor Co., Inc.**

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

Dated: \_\_\_\_\_  
Andrew T. Traylor

*Class Counsel*

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

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H. Clay Barnett, III

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

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

\_\_\_\_\_  
Andrew T. Traylor

*Class Counsel*

Dated: 5-12-25

  
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As the Duly Authorized Corporate  
Representative of American Honda Motor Co., Inc.

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

\_\_\_\_\_  
Eric Y. Kizirian  
Lewis Brisbois Bisgaard & Smith LLP  
**Attorneys for American Honda Motor Co., Inc.**

# EXHIBIT 1



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re HONDA IDLE STOP  
LITIGATION

This Document Relates to:  
ALL ACTIONS

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

**CLASS ACTION**

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT,  
CONDITIONALLY CERTIFYING  
THE SETTLEMENT CLASS,  
DIRECTING NOTICE TO THE  
CLASS, AND SCHEDULING  
FINAL APPROVAL HEARING**

Hearing Date: June 2, 2025  
Time: 9:00 a.m.

District Judge Mark C. Scarsi  
Courtroom 7C, First Street

Complaint Filed: June 21, 2022  
Trial Date: Not Set

**JURY TRIAL DEMANDED**

1 The Parties<sup>1</sup> to the above-captioned action currently pending against  
2 Defendant American Honda Motor Co., Inc. (“AHM” or “Defendant”) have  
3 agreed to a proposed class action settlement, the terms and conditions of which are  
4 set forth in an executed Settlement Agreement (the “Settlement” or “Settlement  
5 Agreement”).<sup>2</sup> The Parties reached the Settlement through arm’s-length  
6 negotiations, at times with the assistance of Anthony Piazza of Mediated  
7 Negotiations, Inc. Under the Settlement Agreement, subject to Court approval, the  
8 Action will be dismissed with prejudice, and Settlement Class Representatives and  
9 the proposed Settlement Class would fully, finally, and forever resolve, discharge,  
10 and release their claims against the Released Parties in exchange for Defendant’s  
11 agreement to (1) implement amended Service Bulletins for Settlement Class  
12 Vehicles, which removes all language in these bulletins reflecting or related to AIS  
13 No-Restart symptom verification as a condition to receiving the repair procedure  
14 described therein; (2) provide an 18-month Extended Claim Period for certain  
15 2015 model year Settlement Class Vehicles and a 24-month Extended Claim  
16 Period for certain 2016 model year Settlement Class Vehicles; (3) reimburse  
17 Settlement Class Members for previously paid Out-Of-Pocket Costs incurred  
18 relating to AIS No-Restart of Class Vehicles that were not otherwise reimbursed,  
19 among other related relief; and Defendant’s payment of the costs and expenses  
20 associated with Claims Administration and providing Class Notice, as set forth in  
21 the Settlement Agreement.

---

22  
23  
24 <sup>1</sup> Honda Motor Company Ltd. (“HMC”) was previously dismissed (ECF 60)  
25 and is no longer a party to this litigation, and is not a Party to the Settlement  
26 Agreement. *See* ¶ 4, *infra*. HMC is, however, a “Released Party” in the Settlement  
Agreement.

27 <sup>2</sup> Capitalized terms shall have the definitions and meanings accorded to them  
28 in the Settlement Agreement.

1 The Settlement Agreement has been filed with the Court, and the Plaintiffs  
2 have filed an Unopposed Motion for Entry of an Order Preliminarily Approving  
3 Class Action Settlement, Conditionally Certifying the Settlement Class, Directing  
4 Notice to the Class, and Scheduling Final Approval Hearing, and the issuance of  
5 related orders (the “Motion”). Upon considering the Motion and exhibits thereto,  
6 the Settlement Agreement and related documents and exhibits, the record in these  
7 proceedings, the representations and recommendations of counsel, and the  
8 requirements of law, the Court finds that: (1) this Court has jurisdiction over the  
9 subject matter and the Parties to these proceedings; (2) the proposed Settlement  
10 Class meets the requirements of Rule 23 of the Federal Rules of Civil Procedure<sup>3</sup>  
11 and should be preliminarily certified for settlement purposes only; (3) the persons  
12 and entities identified below should be appointed Class Representatives, and Class  
13 Counsel; (4) the Settlement is the result of informed, good-faith, arm’s-length  
14 negotiations between the Parties and their capable and experienced counsel and is  
15 not the result of collusion; (5) the Settlement is fair, reasonable, and adequate and  
16 should be preliminarily approved; (6) the proposed Settlement is sufficiently fair,  
17 reasonable, and adequate to warrant sending notice of the Settlement to the Class;  
18 (7) the proposed Notice Plan and proposed forms of notice satisfy Rule 23 and  
19 constitutional due process requirements and are reasonably calculated under the  
20 circumstances to apprise the Class of: the pendency of the Action, preliminary  
21 class certification for settlement purposes only, the terms of the Settlement, Class  
22 Counsel’s application for an award of attorneys’ fees and expenses (“Fee  
23 Application”) and request for Class Representative service awards, their rights to  
24 opt-out of the Settlement Class or object to the Settlement, the date and time of the  
25 Final Approval Hearing, and the process for submitting a Claim to request  
26

---

27 <sup>3</sup> All citations to the Rules shall refer to the Federal Rules of Civil Procedure.  
28

1 reimbursement of Out-of-Pocket Costs; (8) good cause exists to schedule and  
2 conduct a Final Approval Hearing, pursuant to Rule 23(e), to assist the Court in  
3 determining whether to grant final approval of the Settlement, certify the Class,  
4 for settlement purposes only, and issue a Final Approval Order and Judgment, and  
5 whether to grant Class Counsel's Fee Application and request for Class  
6 Representative service awards; and (9) the other related matters pertinent to the  
7 preliminary approval of the Settlement should also be approved.

8 Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED**  
9 as follows:

10 1. The Court has jurisdiction over the subject matter and the Parties to  
11 this proceeding pursuant to 28 U.S.C. §§ 1331 and 1332.

12 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)  
13 because a substantial part of the events or omissions alleged by the Class  
14 Representatives occurred in this District.

15 **Preliminary Class Certification for Settlement Purposes Only and**  
16 **Appointment of Class Representatives and Class Counsel**

17 3. In deciding whether to preliminarily certify a settlement class, a court  
18 must consider the same factors that it would consider in connection with a  
19 proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection  
20 of Rule 23(b) must be satisfied—except that the Court need not consider the  
21 manageability of a potential trial, since the settlement, if approved, would obviate  
22 the need for a trial. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

23 4. The Court finds, for settlement purposes, that the Rule 23 factors are  
24 satisfied and that preliminary certification of the proposed Settlement Class is  
25 appropriate under Rule 23. The Court, therefore, preliminarily certifies the  
26 following Class for settlement purposes only:

27 [A]ll individuals or legal entities who own or owned, purchase(d) or  
28 lease(d) Class Vehicles in any of the fifty States. Excluded from the

1 Class are (1) AHM, its related entities, parent companies, subsidiaries  
2 and affiliates, and their respective officers, directors, and employees;  
3 (2) insurers or financiers of the Class Vehicles; (3) all persons and/or  
4 entities claiming to be subrogated to the rights of Class Members; (4)  
5 issuers or providers of extended vehicle warranties or extended  
6 service contracts; (5) individuals and/or entities who validly and  
7 timely opt-out of the Settlement; (6) individuals or businesses that  
8 have purchased Class Vehicles previously deemed a total loss (i.e.  
9 salvage) (subject to verification through Carfax or other means); (7)  
current and former owners of a Class Vehicle who previously have  
released all claims against AHM with respect to the issues raised in  
the Litigation; and (8) any judge to whom this matter is assigned, and  
his or her immediate family (spouse, domestic partner, or children).

10 “Class Vehicles” means all 2015-2020 Acura TLX, 2016-2020 Acura  
11 MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda  
12 Ridgeline vehicles sold or leased in the United States equipped with a NP0 engine,  
13 nine-speed automatic transmission, and equipped with the Auto Idle Stop (“AIS”)  
14 feature. Any vehicle that has already received a starter motor assembly  
15 replacement with the “A53” starter motor assembly for free under warranty is not  
16 a “Class Vehicle” except for purposes of submitting a Claim for reimbursement of  
17 “Out-of-Pocket Costs”.

18 “Service Bulletins” means Acura service bulletins 22-009 (2015-2020 TLX)  
19 and 23-002 (2016-2020 MDX), and Honda service bulletin 23-009 (2019-21  
20 Passport; 2016-2021 Pilot; 2020-21 Ridgeline), individually or collectively.

21 5. Specifically, the Court finds, for settlement purposes, that the  
22 Settlement Class, for preliminary approval only, satisfies the following factors of  
23 Rule 23:

24 (a) Numerosity: The Court preliminarily finds the Settlement  
25 Class is ascertainable from Defendant’s records as well as from other objective  
26 criteria, and the members of the Settlement Class are so numerous that their joinder  
27 before the Court would be impracticable. *See Californians for Disab. Rts., Inc. v.*  
28

1 *Cal. Dep't of Transp.*, 249 F.R.D. 334, 346 (N.D. Ca. 2008) (“While there is no  
2 bright-line rule as to how many class members are required to be sufficiently  
3 numerous, various courts have found that the numerosity factor is satisfied if the  
4 class comprises 40 or more members....”) (citing *Consol. Rail Corp. v. Town of*  
5 *Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity  
6 requirement is met.

7 (b) Commonality: The commonality requirement of Rule 23(a)(2)  
8 is satisfied for settlement purposes because there are questions of law and fact that  
9 center on the manufacturing and sale of Class Vehicles equipped with a NP0  
10 engine, nine-speed automatic transmission, and equipped with the AIS feature, as  
11 alleged and/or described in the Fifth Consolidated Amended Complaint, which are  
12 common to the Class. *See Jiminez v. Allstate Ins. Co.*, 765 F.3d 1161, 1168 (9th  
13 Cir. 2014) (recognizing “the existence of a ‘single, central, common issue of  
14 liability’ [i]s sufficient to support class certification.”).

15 (c) Typicality: The Settlement Class Representatives’ claims are  
16 typical of the other Settlement Class Members’ claims for purposes of Settlement  
17 because they concern the same alleged conduct, arise from the same legal theories,  
18 and allege the same types of harm and entitlement to relief. *See Just Film, Inc. v.*  
19 *Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) (“[I]t is sufficient for typicality if the  
20 plaintiff endured a course of conduct directed against the class.”). Rule 23(a)(3)  
21 is therefore satisfied.

22 (d) Adequacy: The Court preliminarily finds that the Settlement  
23 Class Representatives will fairly and adequately protect the interests of the  
24 Settlement Class in that: (i) the Class Representatives’ interests and the nature of  
25 claims alleged are consistent with those of the members of the Settlement Class;  
26 (ii) there appear to be no conflicts between or among the Settlement Class  
27 Representatives and the Settlement Class; and (iii) the Settlement Class  
28

1 Representatives and the members of the Settlement Class are represented by  
2 qualified, reputable counsel who are experienced in preparing and prosecuting  
3 complex class actions. Rule 23(a)(4) is therefore satisfied.

4 (e) Predominance and Superiority: Rule 23(b)(3) is satisfied for  
5 settlement purposes as well because the common legal and alleged factual issues  
6 here predominate over individualized issues, and resolution of the common issues  
7 for Settlement Class Members in a single, coordinated proceeding is superior to  
8 individual lawsuits addressing the same legal and factual issues.

9 6. The Court appoints the following Plaintiffs in the Action as  
10 Settlement Class Representatives: Kevin Bishop, Janice Stewart, Brandon Derry,  
11 Jeff Kaminski, Devron Elliot, Marilyn Thomas, Daniel Rock, Antoinette Lanus,  
12 Sirous Pourjafar, Melissa Howell, David Jew, Sharon Marie Johnson, Liz  
13 Simpson, Hamid Balooki, Malik Barrett, Sean Crary, Sadia Durrani, Abby  
14 O'Neill, Latasha Ransome, and Ali Qureshi.

15 7. The Court confirms its appointment of following persons and entities  
16 as Class Counsel:

17 H. Clay Barnett, III  
18 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
19 218 Commerce Street  
20 Montgomery, Alabama 36104  
21 Tel.: (800) 898-2034  
22 E-mail: Clay.Barnett@beasleyallen.com

23 Adam J. Levitt  
24 DiCello Levitt, LLP  
25 Ten North Dearborn Street, Sixth Floor  
26 Chicago, Illinois 60602  
27 Telephone: 312-214-7900  
28 alevitt@dicellolevitt.com

Andrew Traylor  
ANDREW T. TRAILOR, P.A.  
9990 Southwest 77 Avenue, PH 12



Miami, Florida 33156  
Telephone: 305-668-6090  
andrew@attlawpa.com

**Preliminary Approval of the Settlement**

8. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is “fair, reasonable, and adequate” after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate—taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other. FED. R. CIV. P. 23(e)(2) (amended Dec. 2018).

9. Preliminary approval is appropriate where “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

10. The Court preliminarily approves the Settlement Agreement, including the exhibits, appended to the Motion as fair, reasonable, and adequate under Rule 23(e)(2), after taking into account that the Settlement Class Representatives and Class Counsel have adequately represented the Class; the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel; the relief provided is adequate given: (a) the costs, risks and



1 delay of trial and appeal, (b) Notice is sufficient to notify the Class, (c) the terms  
2 of the proposed attorney's fees and timing of payment, and (d) the remaining terms  
3 of the Settlement Agreement. The Court also finds that the Plaintiffs have  
4 submitted sufficient information for the Court to support that Notice should be  
5 disseminated as "the proposed settlement will likely earn final approval." *See* FED  
6 R. CIV. P. 23(e) Advisory Committee's Note to 2007 Amendment.

7 11. The Court further finds that the Settlement, including the exhibits,  
8 appended to the Motion is within the range of reasonableness and possible judicial  
9 approval, such that: (a) a presumption of fairness is appropriate for the purposes  
10 of preliminary settlement approval; and (b) it is appropriate to effectuate notice to  
11 the Class, as set forth below and in the Settlement Agreement, and schedule a  
12 Fairness Hearing to assist the Court in determining whether to grant final approval  
13 to the Settlement and enter Judgment. *See In re Tableware Antitrust Litig.*, 484 F.  
14 Supp. 2d at 1080.

15 **Approval of Notice Plan and Direction to Effectuate the Notice**

16 12. The Court approves the form and content of the notices to be provided  
17 to the Settlement Class, substantially in the forms appended as Exhibits 2, 3, and  
18 5 to the Settlement Agreement. The Court further approves the establishment of  
19 an internet website for the Settlement. The Court further finds that the Notice Plan,  
20 appended as Exhibit 4 and described in Section IV of the Settlement Agreement,  
21 is the best practicable notice under the circumstances. The Notice Plan is  
22 reasonably calculated under the circumstances to apprise the Settlement Class of  
23 the pendency of the Action, certification of a nationwide Class for settlement  
24 purposes only, the terms of the Settlement, their rights to opt-out of the Settlement  
25 Class or object to the Settlement, Class Counsel's Fee Application, and the request  
26 for Class Representative service awards. The notices and Notice Plan constitute  
27 sufficient notice to all persons and entities entitled to notice. The notices and  
28

1 Notice Plan satisfy all applicable requirements of law, including, but not limited  
2 to, Rule 23 and the constitutional requirement of due process. The Court finds that  
3 the forms of notice are written in simple terminology, are readily understandable  
4 by Settlement Class Members and comply with the Federal Judicial Center's  
5 illustrative class action notices. The Court orders that the notices be disseminated  
6 to the Settlement Class as per the Notice Plan.

7 13. The Court directs that AHM shall act as the Settlement Administrator.

8 14. The Court directs that JND Legal Administration shall act as the  
9 Notice Administrator.

10 15. The Notice Administrator shall implement the Notice Plan, as set  
11 forth in the Settlement, using substantially the forms of notice appended as  
12 Exhibits 2, 3, and 5 to the Settlement Agreement and approved by this Order.  
13 Notice shall be provided to the Class Members pursuant to the Notice Plan and the  
14 Notice Administrator's declaration and Notice Plan (Settlement Agreement, Exs.  
15 2, 3, 4), as specified in Section IV of the Settlement Agreement and approved by  
16 this Order.

17 16. The Notice Administrator shall send the direct Mailed Notice,  
18 substantially in the form attached to the Settlement Agreement as Exhibit 2, by  
19 U.S. Mail, proper postage prepaid to Settlement Class Members, as identified by  
20 data to be forwarded to the Notice Administrator by Experian. The mailings of  
21 direct Mailed Notice to the persons and entities identified by Experian shall be  
22 substantially completed in accordance with the Notice Plan. The Notice  
23 Administrator is hereby ordered to obtain such vehicle registration information  
24 through Experian, which specializes in obtaining such information from, *inter alia*,  
25 the applicable Departments of Motor Vehicles.

26 17. The Court authorizes the Notice Administrator, JND Legal  
27 Administration, through data aggregators or otherwise, to request, obtain and  
28

1 utilize vehicle registration information from Department of Motor Vehicles for all  
2 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Island, and  
3 all other United States territories and/or possessions for the purposes of providing  
4 the identity of and contact information for Settlement Class Members. Vehicle  
5 registration information includes, but is not limited to, owner/lessee name and  
6 address information, registration date, year, make and model of the vehicle.

7 18. The Department of Motor Vehicles for the 50 states and all Unites  
8 States territories and/or possessions, including the Department of Motor Vehicles  
9 for California, are ordered to provide approval to Experian, or other data  
10 aggregators as may reasonably necessary, to release the names and addresses of  
11 owners of the vehicles associated with the titles of the VINs at issue in this Action  
12 for the purposes of disseminating the Class Notice to Settlement Class Members.

13 19. Experian is ordered to license, pursuant to the agreement between  
14 Experian and JND Legal Administration, the owner contact information solely for  
15 the use of providing the Class Notice in this Action and for no other purpose.

16 **Final Approval Hearing, Opt-Outs, and Objections**

17 20. The Court directs that a Final Approval Hearing shall be scheduled  
18 for \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m., to assist the Court in determining whether to  
19 grant final approval to the Settlement Agreement, certify the Settlement Class, and  
20 enter the Final Order and Judgment, and whether Class Counsel's Fee Application  
21 and request for Class Representative service awards should be granted.

22 21. Any Class Member who wishes to be excluded from the Settlement  
23 Class must submit a request for exclusion to the Settlement Administrator, via U.S.  
24 mail at the address provided in the Long Form Notice or electronically on the  
25 Settlement Website, on or before a date ordered by the Court, specifying that he,  
26 she, they or it wants to be excluded and otherwise complying with the terms stated  
27 in the Long Form Notice. The Settlement Administrator shall forward copies of  
28

1 any requests for exclusion to Class Counsel and Defendant's Counsel. A list  
2 reflecting all requests for exclusion shall be filed with the Court by the Parties no  
3 less than ten (10) days before the Final Approval Hearing. If a potential Class  
4 Member files a request for exclusion, he, she, they, or it may not file an objection  
5 under Section VII of the Settlement Agreement.

6 22. Any Class Member who does not file a timely and valid request for  
7 exclusion as provided in Section VI of the Settlement Agreement shall be bound  
8 by all subsequent proceedings, orders and judgments, including, but not limited  
9 to, the Release, Final Order and Judgment in the Action, even if he, she, they, or  
10 it has litigation pending or subsequently initiates litigation against Defendant  
11 relating to the claims and transactions released in the Action.

12 23. The Exclusion Deadline shall be specified in the direct Mailed  
13 Notice, Settlement Website, and Long Form Notice. All persons and entities  
14 within the Settlement Class definition who do not timely and validly opt out of the  
15 Settlement Class shall be bound by all determinations and judgments in the Action  
16 concerning the Settlement, including, but not limited to, the Releases set forth in  
17 Section VIII of the Settlement.

18 24. The Court further directs that any person or entity in the Settlement  
19 Class who does not opt out of the Settlement Class may object, directly or through  
20 a lawyer at his, her or its expense, to the Settlement Agreement, the Fee  
21 Application and/or the requested service awards to the Class Representatives.  
22 Objections must be filed electronically with the Court, or mailed to the Clerk of  
23 the Court and Settlement Administrator at the following addresses:

24 (a) Clerk of the Court

25 Clerk of the Court  
26 United States District Court for the Central District of California  
27 411 West Fourth Street, Room 1053  
28 Santa Ana, CA 92701-4516

1 Re: In re Honda Idle Stop Litigation, Case No. 2:22-cv-04252-  
2 MCS-SK

3 (b) Settlement Administrator

4 *In re Idle Stop Litigation* Claims Administration  
5 PO Box 2718  
6 Torrance, CA 90509

7 Re: In re Honda Idle Stop Litigation, Case No. 2:22-cv-04252-  
8 MCS-SK

9 25. For an objection to be considered by the Court, the objection must be  
10 received by the Court on or before the deadline established by the Court and must  
11 set forth:

- 12 (i) The case name and number of the Action;
- 13 (ii) The objector's full name, current residential address, mailing  
14 address (if different), telephone number, and email address;
- 15 (iii) An explanation of the basis upon which the objector claims to  
16 be a Settlement Class Member, including the make, model,  
17 model year, VIN(s), and mileage of the Class Vehicle(s), and  
18 whether the Class Vehicle is currently owned or currently  
19 leased by the Settlement Class Member;
- 20 (iv) Documentation sufficient to establish membership in the  
21 Settlement Class;
- 22 (v) Whether the objection applies only to the objector, to a specific  
23 subset of the Settlement Class or to the entire Settlement Class,  
24 and all grounds for the objection, accompanied by any legal  
25 support for the objection, and any documents or other evidence  
26 the objector believes supports the objection;
- 27 (vi) The number of times the objector has objected to a class action  
28 settlement within the five years preceding the date that the

1 objector files the objection to this Settlement, the caption and  
2 case number of each case in which the objector has made such  
3 objection and the caption and case number of any related  
4 appeal, and a copy of any orders related to or ruling upon the  
5 objector's prior such objections that were issued by the trial and  
6 appellate courts in each listed case;

7 (vii) The full name, telephone number, mailing address, and e-mail  
8 address of all counsel who represent the objector, including any  
9 former or current counsel who may be entitled to compensation  
10 for any reason related to the objection to the Settlement  
11 Agreement and/or the request for Attorneys' Fees and Costs;

12 (viii) The identity of all counsel representing the objector who will  
13 appear at the Final Approval Hearing;

14 (ix) The number of times the objector's counsel has objected to a  
15 class action settlement within the five years preceding the date  
16 that they have filed the objection, and the caption and case  
17 number of each case in which objector's counsel has made such  
18 objection and the caption and case number of any related  
19 appeal;

20 (x) If the Settlement Class Member or his or her counsel have not  
21 made any such prior objection, the Settlement Class Member  
22 shall affirmatively so state in the written materials provided  
23 with the objection;

24 (xi) A list of all persons who will be called to testify at the Final  
25 Approval Hearing in support of the objection;

26 (xii) A statement confirming whether the objector intends to  
27 personally appear and/or testify at the Final Approval Hearing;  
28

and

(xiii) The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

26. Any objection that fails to satisfy these requirements and any other requirements found in the Long Form Notice shall not be considered by the Court.

**Settlement Deadlines**

27. The Settlement deadlines are as follows:

EVENT	DEADLINES
Honda's Counsel shall provide a list of VINs for the Settlement Class Vehicles to the Notice Administrator and Class Counsel	Not later than the date of the Preliminary Approval Order
Commencement of Class Notice	On the date of entry of the Preliminary Approval Order.
Notice to be Substantially Completed	Sixty (60) days after the issuance of the Preliminary Approval Order
Plaintiffs' Motion, Memorandum of Law and Other Materials in Support of their Requested Award of Attorneys' Fees, Reimbursement of Expenses, and Request for Class Representatives' Service Awards to be Filed with the Court	No later than Sixty (60) days after issuance of the Preliminary Approval Order
Plaintiffs' Motion, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	No later than Sixty (60) days after the issuance of the Preliminary Approval Order
Deadline for Receipt by the Clerk of All Objections Filed and/or Mailed by Settlement Class Members	Ninety-five (95) days after the issuance of the Preliminary Approval Order
Deadline for filing Notice of Intent to Appear at Final Approval Hearing by Settlement Class Members and/or their Personal Attorneys	Ninety-five (95) days after the issuance of the Preliminary Approval Order
Deadline for Class Members to Submit their Request to Exclude Themselves (Opt-Out) to Settlement Administrator	Ninety-five (95) days after the issuance of the Preliminary Approval Order



Any Opposition by Defendant concerning Class Counsel's Fee and Expense Application, with accompanying expert report(s) and any Rule 702 motion(s)	Ninety-five (95) days after the issuance of the Preliminary Approval Order
Any submission by the Parties concerning Final Approval of Settlement and Responses to any objections and requests for exclusion	One Hundred and Nine (109) days after the issuance of the Preliminary Approval Order
Class Counsel's Reply In Support of Fee and Expense Application	One Hundred and Nine (109) days after the issuance of the Preliminary Approval Order
Settlement Notice Administrator Shall File the Results of the Dissemination of the Notice with the Court and list of Opt-Outs	Seven (7) days before the Fairness Hearing
Final Approval Hearing	_____ at 1:30 p.m. - No sooner than One Hundred Twenty-One (123) days after Preliminary Approval Order

**Effect of Failure to Approve the Settlement or Termination**

28. In the event the Settlement is not approved by the Court, or for any reason the Parties fail to obtain a Final Order and Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- (i) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement will be bound by any of its terms, except for the terms of Section XI.B.;
- (ii) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;
- (iii) All of its provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement will be without prejudice to the rights of Defendant, Class Representatives, or any Class Member, all of whom will be



1 restored to their respective positions existing immediately  
2 before the execution of the Settlement Agreement, except that  
3 the Parties will cooperate in requesting that the Court set a new  
4 scheduling order such that no Party's substantive or procedural  
5 rights are prejudiced by the settlement negotiations and  
6 proceedings;

7 (iv) Class Representatives, on behalf of themselves and their heirs,  
8 assigns, executors, administrators, predecessors, and  
9 successors, and on behalf of the Class, expressly and  
10 affirmatively reserve and do not waive all motions as to, and  
11 arguments in support of, all claims, causes of actions or  
12 remedies that have been or might later be asserted in the Action  
13 including, without limitation, any argument concerning class  
14 certification, and treble or other damages;

15 (v) Defendant, and the other Released Parties expressly and  
16 affirmatively reserve and do not waive all motions and  
17 positions as to, and arguments in support of, all defenses to the  
18 causes of action or remedies that have been sought or might be  
19 later asserted in the Action, including without limitation, any  
20 argument or position opposing class certification, liability, or  
21 damages or argument that the Action may not be litigated as a  
22 class action;

23 (vi) Neither the Settlement Agreement, the fact of its having been  
24 made, nor the negotiations leading to it, nor any discovery or  
25 action taken by a Party or Class Member pursuant to the  
26 Settlement Agreement will be admissible or entered into  
27 evidence for any purpose whatsoever, except to the extent the  
28

1 Settlement Agreement is filed with the Court, it can be  
2 referenced in the Action and any related appeal;

3 (vii) Any settlement-related order(s) or judgment(s) entered in this  
4 Action after the date of execution of the Settlement Agreement  
5 will be deemed vacated and will be without any force or effect;

6 (viii) All costs incurred in connection with the Settlement  
7 Agreement, including, but not limited to, costs for Class  
8 Notice, claims administration and other Settlement related  
9 costs, as set forth and agreed to in the Settlement Agreement,  
10 will be paid by the Defendant. Neither the Class  
11 Representatives nor Class Counsel will be responsible for any  
12 of those costs or other settlement-related costs; and

13 (ix) Notwithstanding the terms of this paragraph, if the Settlement  
14 is not consummated, Class Counsel may seek Court approval  
15 to include any time spent in settlement efforts as part of any  
16 fee petition filed at the conclusion of the case, and Defendant  
17 reserves the right to object both as to Class Counsel's ability to  
18 seek such costs and the reasonableness of such requested fees.

19 **Stay/Bar of Other Proceedings**

20 29. Pending the Final Approval Hearing and the Court's decision  
21 whether to finally approve the Settlement, no Class Member, either directly,  
22 representatively, or in any other capacity (even those Class Members who validly  
23 and timely elect to be excluded from the Class, with the validity of the opt out  
24 request to be determined by the Court only at the Final Approval Hearing), shall  
25 commence, continue, or prosecute against any of the Released Parties (as that term  
26 is defined in the Agreement) any action or proceeding in any court or tribunal  
27 asserting any of the matters, claims or causes of action that are to be released in  
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1 the Agreement. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that  
2 issuance of this preliminary injunction is necessary and appropriate in aid of the  
3 Court's continuing jurisdiction and authority over the Action. Upon final approval  
4 of the Settlement, all Class Members who do not timely and validly exclude  
5 themselves from the Class shall be forever enjoined and barred from asserting any  
6 of the matters, claims or causes of action released pursuant to the Agreement  
7 against any of the Released Parties, and any such Class Member shall be deemed  
8 to have forever released any and all such matters, claims, and causes of action  
9 against any of the Released Parties as provided for in the Agreement.

10 **General Provisions**

11 30. The terms and provisions of the Settlement Agreement may be  
12 amended, modified, or expanded by written agreement of the Parties and approval  
13 of the Court; provided, however, that after entry of the Final Order and Judgment,  
14 the Parties may by written agreement effect such amendments, modifications, or  
15 expansions of this Settlement Agreement and its implementing documents  
16 (including all exhibits) without further notice to the Class or approval by the Court  
17 if such changes are consistent with the Court's Final Order and Judgment and do  
18 not limit the rights of Class Members under the Settlement Agreement.

19 31. Any confidential information made available to Class  
20 Representatives and Class Counsel through the settlement process shall not be  
21 disclosed to third parties (other than experts or consultants retained by Class  
22 Representatives in connection with the Action); shall not be the subject of public  
23 comment; shall not be used by Class Representatives or Class Counsel in any way  
24 in this litigation or otherwise should the Settlement Agreement not be achieved;  
25 and shall be returned if a settlement is not concluded; provided, however, that  
26 nothing contained herein shall prohibit Class Representatives from seeking such  
27 information through formal discovery if not previously requested through formal  
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1 discovery or from referring to the existence of such information in connection with  
2 the settlement of the Action.

3 **IT IS SO ORDERED.**

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HON. MARK C. SCARSI  
U.S. DISTRICT COURT JUDGE  
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**CERTIFICATE OF SERVICE**

I hereby certify that on May 22, 2025, 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 May 22, 2025.

*/s/ H. Clay Barnett, III*

H. CLAY BARNETT, III

BEASLEY, ALLEN, CROW, METHVIN,  
PORTIS & MILES, P.C.  
272 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034  
E-mail: Clay.Barnett@beasleyallen.com

# EXHIBIT 2

**If you purchased or leased  
certain Acura or Honda  
vehicles with the Automatic  
Idle Stop feature,  
a class action settlement  
may affect your rights**

A settlement has been reached in a class action lawsuit called *In re Honda Idle Stop Litigation*, Case No. 2:22-cv-04252-MCS-SK, pending in the United States District Court for the Central District of California. The case involves the Auto-Idle Stop feature in certain 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-21 Honda Ridgeline vehicles.

This Notice summarizes your rights and options in respect to the Settlement. Please read it carefully.

**Honda Idle Stop Class Action**  
c/o JND Legal Administration  
P.O. Box 91047  
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Name»

«Addr1»

«Addr2»

«City», «ST» «Zip»

«Country»

#### WHAT IS THIS ABOUT?

Plaintiffs allege that the Auto Idle Stop feature ("AIS") in certain Honda and Acura vehicles is defective. The "Class Vehicles" include all 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda Ridgeline vehicles sold or leased in the United States, that are equipped with a NP0 engine, nine-speed automatic transmission, and AIS. AIS is designed to shut off the engine when a vehicle is at a complete stop, and then automatically restart the vehicle when the brake pedal is released. Plaintiffs allege that, while AIS shuts down the vehicles' engine, the engine could fail to automatically restart when a driver releases the brake pedal, leaving the vehicle temporarily undrivable ("AIS No-Restart"). American Honda Motor Co., Inc. ("AHM") expressly denies any wrongdoing or liability for the claims alleged, denies that the Class Vehicles are defective, and contends that any potential AIS problems were remedied through a software update and 10-yr. unlimited mile warranty extension. Plaintiffs and AHM have agreed to a Settlement to avoid the time, expense and uncertainties of litigation.

#### AM I PART OF THE CLASS?

The Settlement Class includes everyone who purchased or leased a Class Vehicle in the United States. Please visit the settlement website, [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com), to review certain exclusions.

#### WHAT BENEFITS ARE AVAILABLE UNDER THE SETTLEMENT?

As part of the Settlement, AHM (1) is amending the Repair Procedure in the AIS Service Bulletins to eliminate AIS symptom verification as a condition to receiving the repair available under the AIS Service Bulletins, (2) will provide reimbursement for certain Out-of-Pocket Costs reasonably incurred prior to this Class Notice relating to AIS No-Restart, as well as certain Out-of-Pocket Costs that may be incurred in the future (such as towing), and (3) is implementing an Extended Claim Period after the expiration of the existing 10-year warranty coverage extension for valve adjustment and starter replacement related to AIS No-Restart, by 24 months for 2015 Acura TLX vehicles, and by 18 months for 2016 Acura TLX, Acura MDX, and Honda Pilot vehicles. Please visit the settlement website, [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com), for further details.

#### WHAT ARE MY OPTIONS?

You can (a) participate in the Settlement, (b) exclude yourself (opt out), (c) file an objection, or (d) do nothing. If you participate in the Settlement, you may make a Claim for Out-of-Pocket Costs (if any). If you ask to be excluded, you may not receive the benefits under the Settlement, but you keep your right to sue Honda separately about the same legal claims in this lawsuit should you choose to do so. If you object to the Settlement, you can tell the Court what you do not like about the Settlement or Class Counsel's request for fees / costs, but you are bound by the release in the Settlement if your objection is overruled. If you do nothing, you cannot get paid for Out-of-Pocket Costs but will retain other Settlement benefits and are bound by the Settlement terms and release. Exclusion Requests and Objections must be postmarked by **Month x, 2025**. For more details, to get a Claim form, or other information, go to [www.idlestopsettlement.com](http://www.idlestopsettlement.com).

#### WHERE CAN I GET MORE INFORMATION?

For detailed information about the Settlement, settlement related documents filed with the Court, settlement deadlines/deadline updates, or other information, please visit [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) or call (888) 234-2138.



# EXHIBIT 3

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

**If you purchased or leased a 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, or 2020-2021 Honda Ridgeline equipped with a NP0 engine, nine-speed automatic transmission, and the Automatic Idle Stop Feature, you may be entitled to benefits and your rights may be affected by a class action settlement.**

*A federal court authorized this Notice. It is not a solicitation from a lawyer.*

*Para una notificación en español, visite [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com)*

**PLEASE READ THIS NOTICE CAREFULLY**

- A proposed settlement has been preliminarily approved by the Court in a class action lawsuit against American Honda Motor Co., Inc. (“Honda”) concerning certain Honda and Acura vehicles equipped with the Auto Idle Stop feature (“AIS”). The lawsuit is called *In re Honda Idle Stop Litigation*, Case No. 2:22-cv-04252-MCS-SK (C.D. Cal.). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are a Settlement Class Member if you purchased or leased a model year 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, or 2020-2021 Honda Ridgeline vehicle sold or leased in the United States equipped with a NP0 engine, nine-speed automatic transmission, and equipped with the AIS feature (“Class Vehicles”).
- The Settlement offers several benefits as detailed below. Please review the answer to Question 8 below closely. Settlement details, including the Class Action Settlement Agreement and Release (“Settlement Agreement”), can be found at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).
- ***Please read this Notice carefully.*** Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) or call 1-888-234-2138.**

YOUR LEGAL RIGHTS AND OPTIONS		
<b>PARTICIPATE IN THE SETTLEMENT</b>	<ul style="list-style-type: none"> <li>- Receive the benefits available under the Settlement, including by filing a Claim for past Out-of-Pocket Costs.</li> <li>- Be bound by the Settlement terms.</li> <li>- Give up your right to sue separately for the claims in this case.</li> </ul>	If you have a Claim for past Out-of-Pocket Costs, send the claim electronically or Postmark no later than <b>[date]</b> .
<b>EXCLUDE YOURSELF ("OPT OUT")</b>	<ul style="list-style-type: none"> <li>- Remove yourself from the Settlement Class.</li> <li>- Get no benefits available under the Settlement.</li> <li>- Keep your right to sue or continue to sue Honda separately for the same legal claims in this case.</li> </ul>	Postmark no later than <b>[date]</b> .
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>- Tell the Court you do not like the Settlement or Class Counsels' request for fees and costs, or class representative service awards, and the reasons why.</li> <li>- You will remain in the Settlement Class, be bound by the Settlement and the Settlement is approved by the Court.</li> <li>- You cannot exclude yourself from the Settlement and also object to the Settlement.</li> </ul>	File electronically or Postmark no later than <b>[date]</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	<ul style="list-style-type: none"> <li>- Ask to speak to the Court about the Settlement. If you want your own attorney to represent you, you must pay for your attorney yourself.</li> </ul>	File Notice of Intention to Appear by <b>[date]</b> .
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>- Stay in the Settlement Class but receive no payment. Where applicable, receive the other benefits available under the Settlement.</li> <li>- Give up your right to sue or continue to sue Honda separately for the same legal claims in this case.</li> </ul>	

## **BACKGROUND INFORMATION**

1. Why am I getting this Notice?
2. What is this lawsuit about?
3. What vehicles are included in the Settlement?
4. What is a class action and who is involved?
5. Why is there a Settlement?

## **WHO IS IN THE CLASSES**

6. Am I in the Settlement Class?
7. I am still not sure if I am included.

## **SETTLEMENT BENEFITS**

8. What benefits does the Settlement provide?
9. What am I giving up to get a payment or stay in the Settlement?

## **HOW TO GET PAYMENT**

10. How can I get a payment?
11. When will I get my payment?

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

12. How do I get out of the Settlement?
13. If I don't exclude myself, can I sue the Defendant for the same thing later?
14. If I exclude myself, can I still get the Settlement benefits?

## **THE LAWYERS REPRESENTING YOU**

15. Do I have lawyers in the case?
16. How will the lawyers get paid?
17. Should I get my own lawyer?

## **OBJECTING TO THE SETTLEMENT**

18. How do I tell the Court that I do not like the Settlement?
19. What is the difference between objecting to the Settlement versus opting out (excluding) from the Settlement?

## **THE FINAL APPROVAL HEARING**

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to come to the Final Approval hearing?
22. May I speak at the hearing?

## **IF YOU DO NOTHING**

23. What happens if I do nothing at all?

## **GETTING MORE INFORMATION**

24. How do I get more information?

## BACKGROUND INFORMATION

### 1. Why am I getting this Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, the benefits of the Settlement, and about your options, before the Court decides whether to approve the settlement.

Judge Mark C. Scarsi of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *In re Honda Idle Stop Litigation*, and the case number is 2:22-cv-04252-MCS-SK (the lawsuit is also sometimes referred to as *Bolooki et al. v. American Honda Motor Co., Inc.*). The individuals who filed this lawsuit, and are appointed as Class Representatives, Kevin Bishop, Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas, Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew, Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary, Sadia Durrani, Abby O'Neill, Latasha Ransome, and Ali Qureshi, are called Plaintiffs, and the company that was sued, American Honda Motor Co., Inc. ("Honda") is called the Defendant.

You may be part of this class action lawsuit if you purchased or leased a Class Vehicle in the United States. This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed at the Settlement Administrator, identified below.

### 2. What is this lawsuit about?

This case involves claims arising from Plaintiffs' purchases or leases of certain Honda or Acura vehicles with the Auto Idle Stop feature. Plaintiffs allege that the Auto Idle Stop feature in the Class Vehicles is defective because the engine may not automatically restart when a driver releases the brake pedal, which can leave the vehicle temporarily undrivable ("AIS No Restart"). Plaintiffs further allege that Honda was aware of the alleged defect. Plaintiffs seek to recover economic damages they claim arises from the purchase or lease of the vehicles. Honda denies any wrongdoing or liability for the alleged claims. Honda also denies that the Auto Idle Stop feature is defective and contends that a software update and a warranty extension it has made available for the Class Vehicles addresses any potential Auto Idle Stop issue. You can read the class action complaint and find more details about the case at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).

This Settlement does not involve claims for personal injury, wrongful death, or damage to other physical property (if any) arising from the Class Vehicles.

### 3. What vehicles are included in the Settlement?

All 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda Ridgeline vehicles sold or leased in the United States equipped with a NP0 engine, nine-speed automatic transmission, and equipped with the Auto Idle Stop feature. These are called the Class Vehicles. Any vehicle that has already received a starter motor assembly replacement with the "A53" starter motor assembly for free under warranty is not a "Class Vehicle" except for purposes of submitting a Claim for reimbursement of "Out-of-Pocket Costs" as defined herein.

### 4. What is a class action and who is involved?

In a class action lawsuit, people called the "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representatives have sued (in this case Honda) is called the

Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

### **5. Why is there a Settlement?**

Both sides in the lawsuit, with the assistance of a neutral and experienced mediator, agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that Honda broke any laws or did anything wrong, and the Court did not decide which side was right. This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (Class Counsel) believe that the Settlement is in the best interests of all Class Members and is fair, reasonable, and adequate.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement will be available on the [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).

## **WHO IS IN THE CLASS**

### **6. Am I in the Settlement Class?**

The Settlement Class consists of all persons who purchased or leased a Class Vehicle.

Excluded from the Class are (1) American Honda Motor Co., Inc. (AHM), its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) insurers of the Class Vehicles; (3) all persons and/or entities claiming to be subrogated to the rights of Class Members; (4) insurers and financiers of Class Vehicles, financiers of Class Vehicles, or providers of extended vehicle warranties or extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) individuals or businesses that have purchased Class Vehicles previously deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle who previously have released their claims against AHM with respect to the issues raised in the Litigation; and (8) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children)

### **7. I am still not sure if I am included.**

If you are still not sure whether you are a member of the Class, you can get help at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com), by calling (888) 234-2138, or by calling Class Counsel at the phone numbers below. Do not call the Court.

## **SETTLEMENT BENEFITS**

### **8. What benefits does the Settlement provide?**

If you are a Class Member, what you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) regularly for updates regarding the settlement.

*Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim form for reimbursement of eligible out-of-pocket expenses. If*

you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Honda about the issues in the lawsuit.

The following benefits are available under the Settlement:

- 1) **Amendment to AIS Repair Procedure in Service Bulletins:** Honda is amending the repair procedure in the following AIS service bulletins it sent to dealers to eliminate AIS symptom verification as a condition to receiving the repair available under the AIS service bulletins:
  - a. Acura Service Bulletin 22-009 (2015-2020 TLX);
  - b. Acura Service Bulletin 23-002 (2016-2020 MDX); and
  - c. Honda Service Bulletin 23-009 (2019-21 Passport; 2016-2021 Pilot; 2020-2021 Ridgeline)

If your Class Vehicle requires a repair for AIS No Restart during the Warranty Period (the 10-year AIS warranty extension from the original date of purchase that Honda previously provided) or during the Extended Claims Period (applies to 2015 and 2016 model year Class Vehicles (*see below*)), please visit an Authorized Acura Dealership or Authorized Honda Dealership, as applicable. Under this Settlement, if your Class Vehicle has already received a software update, the dealership cannot require that they verify the AIS symptom is present in your vehicle for a free starter replacement during the Warranty Period or Extended Claims Period.

- 2) **Reimbursement of Out-of-Pocket Costs:** As part of the Settlement, Honda will reimburse you if you make a Claim for Out-of-Pocket Costs.
  - a. You may submit a Claim for costs you reasonably incurred prior to this Class Notice relating to AIS No-Restart (“Past Out-of-Pocket Costs”) for part and labor costs associated with starter replacement, starter relay replacement, and valve adjustment as previously reimbursable under the Warranty Period, as well as towing expenses (if any).
  - b. You may submit a Claim for costs you may reasonably incur in the future (during the Warranty Period or the Extended Claim Period, as applicable) due to AIS No-Restart issues (“Future Out-of-Pocket Costs”), and that are not otherwise covered by the Warranty Period or Extended Claim Period (for example, towing expenses due to no-restart issues are included; battery replacement expenses/loaner car costs, etc. are not). Part and labor costs for starter replacement for repairs done by repair facilities other than Authorized Acura Dealerships or Authorized Honda Dealerships *after* your receipt of this Class Notice are not eligible for reimbursement as Out-of-Pocket Costs.

The deadline to submit a Claim for Past Out-of-Pocket Costs is no later than ninety (90) days after the date of entry of the Final Approval Order (“Claim Deadline”). Claims for Future Out-of-Pocket Costs must be submitted not later than sixty (60) days after such Future Out-of-Pocket Costs are incurred.

Additional details about Claims, obtaining a Claim Form, what Out-of-Pocket Costs are eligible for reimbursement, and Required Documentation for Claims, and when payment for approved Claims will be made are available on the Settlement website, [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).

- 3) **Extended Claims Period 2015/2016 model year Class Vehicles:** As part of this Settlement, Honda is implementing an Extended Claim Period for 2015 Acura TLX and 2016 Acura TLX, MDX, and Honda Pilot vehicles during which a free valve adjustment and starter replacement



related to the AIS No-Restart condition may be performed under the Service Bulletins at an Authorized Acura Dealership or Authorized Honda Dealership.

- a. For 2015 model year TLX vehicles, the Extended Claims Period is an additional twenty-four (24) month period after the expiration of the “Warranty Period” (which is an existing warranty coverage extension for valve adjustment and starter replacement related to AIS No-Restart and covers the 10 year period following the first retail sale or lease of the Class Vehicle as a new vehicle, as set forth in the Service Bulletins).
- b. For 2016 model year Honda Pilot, Acura TLX, and Acura MDX vehicles, the Extended Claims Period is an additional eighteen (18) month period after the expiration of the Warranty Period.

## 9. What am I giving up to get a payment or stay in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue or continue to sue Honda about the claims released in this Settlement. It also means that all the Court’s decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. For ease of reference, we also attach the full release section in Appendix C to this Notice. The Settlement Agreement is available at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com). You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

## HOW TO GET PAYMENT

### 10. How can I get a payment?

To receive a payment for an Out-of-Pocket Cost incurred prior to this Class Notice, Settlement Class Members must complete and submit a timely Claim Form with Required Documentation (all as detailed on the Claim Form). The Claim Form can be obtained online at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms and applicable proof must be submitted to the Settlement Administrator electronically or postmarked no later than ninety (90) days after the date of entry of the Final Approval Order (“Claim Deadline”).

***In re Idle Stop Litigation Claims Administration***  
**PO Box 2718**  
**Torrance, CA 90509**

Via Web: [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com)

**Via Email:** [am\\_AHM\\_claims\\_administration@ahm.honda.com](mailto:am_AHM_claims_administration@ahm.honda.com)

If you do not submit a valid Claim Form for costs incurred prior to this Class Notice by **the Claim Deadline**, you may not receive a payment, but you will be bound by the Court’s judgment.

For Out-of-Pocket Costs incurred after this Class Notice, Settlement Class Members must submit a Claim with Required Documentation at the addresses above not later than sixty (60) days after such Out-of-Pocket Costs are incurred. Details as to what Out-of-Pocket Costs are eligible for reimbursement and Required Documentation are noted in the Claim Form and in the Settlement Agreement, available at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).



### 11. When will I get my payment?

Payments for Claims for Out-of-Pocket Costs incurred prior to Class Notice will be paid sixty (60) days after the Court grants “final approval” to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

Payments for Claims for Out-of-Pocket Costs incurred after the Class Notice will be made by the later of the sixty (60) days after the Court grants “final approval” to the Settlement and after all appeals are resolved (if any) or sixty (60) days after such post-Class Notice Claims are submitted (if submitted after final approval).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a valid written request saying that you want to be excluded from the Settlement. Your request must include the following:

- Your full name, current residential address, mailing address (if different), telephone number, and email address;
- Identify the case name and number (*In re Idle Stop Litigation*, Case No. Case No. 22-cv-04252-MCS-SK);
- Identify the make, model, model year, Vehicle Identification Number (VIN), and mileage of your vehicle and the approximate date(s) of purchase or lease;
- Clearly state that you wish to be excluded from the Settlement and the Class; and
- Provide a dated, handwritten signature or an electronic signature (if submitting electronically) as the case may be. An attorney’s signature is not sufficient.

You can’t ask to be excluded from the Settlement over the phone. You **must** either (a) electronically submit your exclusion request on the Settlement Website no later than **[date]**, or (b) mail your letter with your exclusion request postmarked no later than **[date]** to:

*In re Idle Stop Litigation* Claims Administration  
PO Box 2718  
Torrance, CA 90509

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) Honda about the claims in this case. The deadlines found in this Notice may be changed by the Court. Please check [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) regularly for updates regarding the settlement.

**IF YOU DO NOT EXCLUDE YOURSELF BY **[date]**, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.**

### 13. If I don’t exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Honda for the claims that this Settlement resolves. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Honda about the issues in the lawsuit.

If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement. You will retain your right to separately assert any claims you may have against Honda. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

**14. If I exclude myself, can I still get the Settlement Benefits?**

No. If you exclude yourself, you will not get the Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement or submit a Claim Form asking for reimbursement for Out-of-Pocket costs.

**Only request exclusion if you do NOT wish to participate in this Settlement, you do NOT wish to be bound any judgment in this case, and do NOT wish to share in any benefits provided by the Settlement.**

**THE ATTORNEYS REPRESENTING YOU**

**15. Do I have lawyers in this case?**

Yes. The Court appointed three law firms to represent you and other Settlement Class Members as Class Counsel. Their contact information is as follows:

**CLASS COUNSEL**

Adam J. Levitt  
John E. Tangren  
Daniel R. Ferri  
**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 T. Traylor  
**ANDREW T. TRAILOR, P.A.**  
9990 Southwest 77 Avenue, PH  
12  
Miami, Florida, 331156  
Telephone: (305) 668-6090  
Andrew@ATTLawPA.com

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

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Defendant has its own attorneys. The attorneys representing defendant are:

**DEFENDANT'S COUNSEL**

Eric Kizirian  
Zourik Zarifian  
**LEWIS BRISBOIS BISGAARD & SMITH, LLP**  
633 W. 5<sup>th</sup> Street  
Suite 4000  
Los Angeles, California 90071  
Telephone: (213) 250-1800  
Eric.Kizirian@LewisBrisbois.com  
Zourik.Zarifian@LewisBrisbois.com

#### **16. How will these lawyers get paid?**

The Parties have not reached any agreement on attorneys' fees, costs, or service awards. Honda will pay attorneys' fees and expense reimbursements to Class Counsel ("Class Counsel Fees and Expenses") and service awards to named Plaintiffs ("Class Representative Service Awards" or "Service Awards") separate and apart from any relief provided to the Settlement Class. Under no circumstances will Honda's payment of Class Counsel's Fees and Expenses and Class Representative Service Awards reduce your Settlement benefits.

Class Counsel will apply to the Court for an order awarding: (1) Class Counsel Fees and Expenses in the amount of \$ [REDACTED]; and (2) Service Awards to the Class Representatives in the amount of \$7,500 each, for their time and effort spent representing the Class Members in this lawsuit. Honda reserves the right to and may oppose the fees and costs application in terms of the amount sought, or the amount sought for Service Awards to the Class Representatives.

The Court must approve the request for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards. The Court may award amounts different than what Class Counsel seek. Class Counsel will file the motion for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website. Please check [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com), for updates.

#### **17. Should I get my own lawyer?**

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Honda because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

### **OBJECTING TO THE SETTLEMENT**

#### **18. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the proposed Settlement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards.

For an objection to be considered by the Court, the objection must be either be filed electronically with the Court or sent by mail to the Clerk of the Court and the Settlement Administrator not later than [date]. If you want to mail your objection to the Court and the Settlement Administrator, you must send your objection to *both* of the addresses below:

Clerk of the Court	Settlement Administrator
Office of the Clerk United States District Court Central District of California 350 W 1st Street, Suite 4311 Los Angeles, CA 90012	<i>In re Idle Stop Litigation Claims</i> Administration PO Box 2718 Torrance, CA 90509

To be valid, your objection must include the following: (a) the case name and number of the Action; (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the make, model, model year, VIN(s), and mileage of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Settlement Class Member; (d) documentation sufficient to establish membership in the Settlement Class; (e) whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (f) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (g) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Costs; (h) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (i) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (j) if the Settlement Class Member or his or her counsel have not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection; (k) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (l) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (m) the objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

If you fail to comply with the above requirements for stating a valid objection, you will waive any rights you may have to appear separately and object to the Settlement, and will be bound by the terms of this Settlement, the Release, and the Court's judgment.

#### **19. What is the difference between objecting to the Settlement versus opting out (excluding) from the Settlement?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you object to the Settlement, you are bound by the release in the Settlement. If you exclude yourself (opt out), you keep your rights and are not bound by the release in the Settlement.

## THE FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month x, YEAR at x:xx a.m.** Pacific, at the United States District Court, Central District of California, 350 W. 1st Street, Courtroom 7C, 7th Floor, Los Angeles, CA 90012. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel's Fees and Expenses, and grant Class Representative Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) for updates.

### 21. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Defendant will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

### 22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and Defendant's Counsel at the addresses in Question 15 on or before **Month x, 2025**.

## IF YOU DO NOTHING

### 23. What happens if I do nothing?

If you do nothing, you will not get a payment for any Out-of-Pocket Costs from the Settlement. But the Extended Claim Period (if applicable to you) will be automatically added to your car. Your vehicle will also be subject to the repair procedure set forth in the Service Bulletins should you need a repair at an Authorized Honda Dealership or Authorized Acura Dealership (as applicable). Under this Settlement, if your Class Vehicle has already received a software update, the dealership cannot require that they verify the AIS symptom is present in your vehicle for a free starter replacement during the Warranty Period or Extended Claims Period.

Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Honda about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

## GETTING MORE INFORMATION

### 24. How do I get more information?

This Notice summarizes the Settlement, the Settlement Class and the nature of the litigation. For more information, you may contact Class Counsel or the Settlement Administrator using the contact information

below. You may also visit the Settlement website at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) or access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT  
THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit  
[www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) or call 1-888-234-2138.**

# EXHIBIT 4

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re HONDA IDLE STOP  
LITIGATION

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

This Document Relates to:

ALL ACTIONS

**DECLARATION OF MARCIA A.  
UHRIG REGARDING PROPOSED  
SETTLEMENT NOTICE PLAN**

I, MARCIA A. UHRIG, HEREBY DECLARE AS FOLLOWS:

**INTRODUCTION**

1. I am a Vice President at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and Counsel for the Plaintiffs and Defendant (“Counsel”), and if called upon to do so, I could and would testify competently thereto. JND is a legal administration services provider with its headquarters located in Seattle, Washington. JND has extensive experience in all aspects of legal administration and has administered settlements in hundreds of cases.

2. I submit this Declaration at the request of Counsel in the above-referenced action to describe the proposed program for providing notice to Class Members (the “Notice Plan”).



**RELEVANT EXPERIENCE**

3. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND's class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

4. JND is an approved vendor for the United States Securities and Exchange Commission ("SEC"), the Federal Trade Commission ("FTC"), and most recently, the Consumer Financial Protection Bureau (CFPB). In addition, we have been working with a number of other United States government agencies, including: the U.S. Equal Employment Opportunity Commission ("EEOC"), the Office of the Comptroller of the Currency ("OCC"), the Federal Deposit Insurance Corporation ("FDIC"), the Federal Communications Commission ("FCC"), the Department of Justice ("DOJ"), and the Department of Labor ("DOL"). We also have Master Services Agreements with various law firms, corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 Compliant by noted accounting firm Moss Adams.<sup>1</sup>

5. JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. Last year JND was named the #1 Class Action Claims Administrator in the U.S.

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<sup>1</sup> As a SOC 2 Compliant organization, JND has passed an audit under AICPA (American Institute of Certified Public Accountants) criteria for providing data security.

1 by the national legal community and was inducted into the *National Law Journal* Hall of Fame  
2 for having held this title for multiple years. JND was also recognized last year as the Most Trusted  
3 Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S.*  
4 *Business News*) in the publication's 2022 Legal Elite Awards program.

5 6. The principals of JND collectively have over 80 years of experience in class  
6 action legal and administrative fields. JND has overseen claims processes for some of the largest  
7 legal claims administration matters in the country's history, and regularly prepare and implement  
8 court approved notice and administration campaigns throughout the United States. JND was  
9 appointed the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield antitrust  
10 settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of  
11 email notices and reminders; placed notice via print, television, radio, internet, and more; received  
12 and processed more than eight million claims; and staffed the call center with more than 250  
13 agents during the peak notice program. JND was also appointed the settlement administrator in  
14 the \$1.3 billion Equifax Data Breach Settlement, the largest class action in terms of the 18 million  
15 claims received. Email notice was sent twice to over 140 million class members, the interactive  
16 website received more than 130 million hits, and the call center was staffed with approximately  
17 1,500 agents at the peak of call volume.

18 7. Other large JND matters include a voluntary remediation program in Canada on  
19 behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions class action  
20 settlements, the \$120 million GM Ignition class action settlement, where we sent notice to nearly  
21 30 million class members, and the \$215 million USC Student Health Center Settlement on behalf  
22 of women who were sexually abused by a doctor at USC, as well as hundreds of other matters.  
23 Our notice campaigns are regularly approved by courts throughout the United States.

#### 24 **SETTLEMENT NOTICE PLAN OVERVIEW**

25 8. We have been asked by Counsel to implement a Notice Plan to reach Class  
26 Members and inform them about the proposed settlement, as well as their rights and options.

27 9. The Class includes all persons who purchased or leased 2015-2020 Acura TLXs,  
28 2016-2020 Acura MDXs, 2016-2021 Honda Pilots, 2019-2021 Honda Passports, and 2020-2021

1 Honda Ridgelines sold or leased in the United States equipped with a NP0 engine, nine-speed  
2 automatic transmission, and equipped with the Auto Idle Stop (“AIS”) feature.

3 10. The proposed Notice Plan includes the following components, as further described  
4 in the sections below:

5 A. CAFA Notice to appropriate state and federal officials;

6 B. Direct mail notice to all known Class Members for whom a valid mailing  
7 address is obtained;

8 C. Email notice to all Class Members for whom a valid email address is  
9 obtained.

#### 10 **DIRECT NOTICE EFFORT**

11 11. JND will mail a Class Notice (postcard) by first class mail to all Class Members at  
12 their last known address and send an Email Notice to all Class Members for whom an email  
13 address is obtained.

14 12. Defendant has provided a list of eligible Vehicle Identification Numbers (“VINs”) to  
15 JND. JND will use the VINs to work with a third-party data aggregation service to acquire potential  
16 Class Members’ contact information from the Departments of Motor Vehicles (“DMVs”) for all current  
17 and previous owners and lessees of the Class Vehicles. The contact information gained using this process  
18 is considered particularly reliable because vehicle owners and lessees must maintain accurate and up-to-  
19 date contact information in order to pay vehicle registration fees and keep driver licenses and voter  
20 registrations current. JND will also receive Class Vehicle registration information, including, but not  
21 limited to, registration date, year, make, and model of the vehicle.

22 13. After receiving the potential Class Members’ contact and VIN information from the  
23 DMVs, JND will promptly load the information into a case-specific database for this matter. JND will  
24 review the data provided in order to identify any undeliverable addresses and duplicate records. JND  
25 employs appropriate administrative, technical and physical controls designed to ensure the  
26 confidentiality and protection of Class Member data, as well as to reduce the risk of loss, misuse,  
27 or unauthorized access, disclosure or modification of Class Member data.  
28

1 14. Prior to mailing the Class Notice (postcard), JND will run the mailing addresses  
2 through the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database  
3 to update the addresses.<sup>2</sup> JND will track all notices returned undeliverable by the USPS and will  
4 promptly re-mail notices that are returned with a forwarding address.

5 15. In addition, JND will perform advanced address research for any returned Class  
6 Notices that do not include a forwarding address and promptly mail copies of the Class Notice to  
7 any updated addresses found.

8 16. JND will conduct an email append process utilizing email addresses provided by  
9 Honda. Prior to emailing, JND will evaluate the Email Notice for potential spam language to  
10 improve deliverability. This process includes running the Email Notice through spam testing  
11 software, DKIM<sup>3</sup> for sender identification and authorization, and hostname evaluation.  
12 Additionally, we will check the send domain against the 25 most common IPv4 blacklists.<sup>4</sup>

13 17. JND uses industry-leading email solutions to achieve the most efficient email  
14 notification campaigns. Our Data Team is staffed with email experts and software solution teams  
15 to conform each notice program to the particulars of the case. JND provides individualized support  
16 during the program and manages our sender reputation with the Internet Service Providers (“ISPs”).  
17 For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of  
18 the notification campaign, adjusting the campaign as needed. These actions ensure the highest  
19 possible deliverability of the email campaign so that more potential Class Members receive notice.

20 18. For each email campaign, including this one, JND utilizes a verification program to  
21 eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We  
22 then clean the list of email addresses for formatting and incomplete addresses to further identify all  
23 invalid email addresses.

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24 <sup>2</sup> The NCOA database is the official USPS technology product which makes change of address information  
25 available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product  
26 is an effective tool to update address changes when a person has completed a change of address form with the  
USPS. The address information is maintained on the database for 48 months.

27 <sup>3</sup> DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders  
and recipients from spam, spoofing, and phishing.

28 <sup>4</sup> IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not  
blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted  
address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

19. To ensure readability of the Email Notice, our team will review and format the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

20. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow Class Members to opt out of any additional email notices from JND. This step is essential to maintain JND’s good reputation among the ISPs and reduce complaints relating to the email campaign.

21. Emails that are returned to JND are generally characterized as either “Soft Bounces” or “Hard Bounces.” Hard Bounces are when the ISP rejects the email due to a permanent reason such as the email account is no longer active. Soft Bounces are when the email is rejected for temporary reasons, such as the recipient’s email address inbox is full.

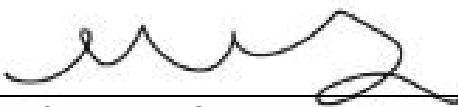
22. When an email is returned due to a soft bounce, JND attempts to resend the Email Notice up to three additional times in an attempt to secure deliverability. The email is considered undeliverable if it is a Hard Bounce or a Soft Bounce that is returned after a third resend.

### **CONCLUSION**

23. JND will implement the Notice Plan pursuant to the Settlement Agreement, the Court’s Order, and any subsequent orders and will report to the Parties on undeliverable Class Notices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 12, 2025 at Seattle, Washington.

  
\_\_\_\_\_  
MARCIA A. UHRIG

# **EXHIBIT 5**

**OUT-OF-POCKET COSTS – CLAIM FORM*****In re Honda Idle Stop Litigation, Case No. 2:22-cv-04252*****Eligibility**

You are eligible for reimbursement if during the “Warranty Period” (10 years from the original date of sale or lease of your vehicle as a “new” vehicle), you paid to have your vehicle’s starter assembly replacement, your vehicle’s starter relays replaced, your vehicle’s valves adjusted, and/or paid to have your vehicle towed due to “AIS No-Restart”(“Out-of-Pocket Costs”). AIS No-Restart is a condition where, under certain circumstances, after coming to a stop and engaging the Auto Idle Stop System, your car’s engine may not restart automatically.

You are eligible for reimbursement for any Out-of-Pocket Costs reasonably incurred prior to [CLASS NOTICE DATE] even if the repair was not performed at an authorized Acura or Honda dealership.

For repairs after [CLASS NOTICE DATE], all repairs must be completed at an authorized Honda or Acura dealership during the Warranty Period or, if applicable, during the Extended Claim Period. You are still eligible for reimbursement for towing expenses incurred after [CLASS NOTICE DATE].

To determine whether you are a Class Member eligible to make a claim, or for more information regarding the class action settlement, please first visit [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com). If you still have questions regarding the claims process, *call 1-888-234-2138*.

**Instructions**

**Please complete this form and attach the items listed below. Failure to include all requested information will result in delays and possible denial of your request.**

- 1) You can complete the Claim Form online at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) (see below), or on paper. Check the Claim Form carefully to make sure all of the information is correct and that you have filled in any missing information. If you are submitting a Claim Form for multiple invoices and/or more than one Covered Vehicle, you can copy this Claim Form and attach a separate sheet containing the information requested.
- 2) Capitalized terms in this Claim Form have the same meaning as provided in the Settlement Agreement, which is available at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com).
- 3) If you print this Claim Form, type or print legibly in blue or black ink. Do not use any highlighters. Provide all requested information to complete and submit this Claim Form and attach Required Documentation, as specified below.

**Required Documentation:** To receive reimbursement, you must submit this Claim Form and proof of payment for Out-of-Pocket Costs actually paid, such as receipts, cancelled checks, credit card statements, invoices, or costs verifiable (“Required Documentation”). If the claim is for costs paid for a starter assembly replacement, starter relays replacement, or valve adjustment, you must also provide proof of such repairs (i.e. repair order) that occurred during the Warranty Period.

- 4) For Out-of-Pocket Costs incurred prior to the [Class Notice Date], you must submit your completed Claim Form and any Required Documentation no later than the Claims Deadline, which is no later than ninety (90) days after the date of entry of the Final Approval Order. Please monitor the settlement website, [www.IdleStopLitigation.com](http://www.IdleStopLitigation.com), to learn of key deadlines that are due to be set throughout 2025.
- 5) For Out-of-Pocket Costs incurred after the [Class Notice Date], you must submit your completed Claim Form and any Required Documentation by mail or electronically *no later than sixty (60) days after such Out-of-Pocket Costs are incurred*.
- 6) The completed Claim Form and any Required Documentation can be submitted electronically (instructions below), or mailed to:

***In re Idle Stop Litigation Claims Administration***  
**PO Box 2718**  
**Torrance, CA 90509**

**Via QR:** Scan code, select **TOPIC** Class Action/Administration  
**Sub-Topic** *In Re Idle Stop: Reimbursement Request*

**[QR CODE]**

**Via Web:** [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com)

**Via Email:** am\_AHM\_claims\_administration@ahm.honda.com

<b>Name:</b>		
<i>Last</i>	<i>First</i>	<i>Middle Initial</i>
<b>Home Address:</b>		<b>Apt. #:</b>
<b>City:</b>	<b>State:</b>	<b>ZIP:</b>
<b>Primary Phone:</b>	<b>Secondary Phone:</b>	
<b>Vehicle Identification Number</b>		
<b>Email Address:</b> _____ @ _____ .com		
<b>Total Claim Amount: \$</b>		

If you have any questions about this form, please contact American Honda's Customer  
 Support & Campaign Center at 1-888-234-2138

Please see the settlement agreement available at [www.IdleStopSettlement.com](http://www.IdleStopSettlement.com) for information on your rights to  
 dispute the denial of any requested reimbursement.



**OUT-OF-POCKET COSTS – CLAIM FORM**  
***In re Honda Idle Stop Litigation, Case No. 2:22-cv-04252***

**[INSERT SPANISH TRANSLATION]**

# **EXHIBIT 6**

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
ERIC Y. KIZIRIAN, SB# 210584  
2 E-Mail: Eric.Kizirian@lewisbrisbois.com  
ZOURIK ZARIFIAN, SB# 306368  
3 E-Mail: Zourik.Zarifian@lewisbrisbois.com  
633 West 5<sup>th</sup> Street, Suite 4000  
4 Los Angeles, California 90071  
Telephone: 213.250.1800  
5 Facsimile: 213.250.7900

6 Attorneys for Defendant,  
American Honda Motor Co., Inc.  
7

8 UNITED STATES DISTRICT COURT  
9  
10 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 IN RE HONDA IDLE STOP LITIGATION  
12

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

Hon. Mark C. Scarsi

13 This Document Relates to:  
14 ALL ACTIONS  
15

**DECLARATION OF ERIC Y. KIZIRIAN IN  
SUPPORT OF PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL  
OF SETTLEMENT**

16 Date: Monday, June 2, 2025  
17 Time: 9:00 a.m. PST  
Courtroom: 7C

18 Action Filed: June 21, 2022  
19 Trial Date: None

20 ///

21 ///

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25 ///

**DECLARATION OF ERIC Y. KIZIRIAN**

I, Eric Kizirian, declare:

1. I am an attorney duly licensed to practice in all of the courts of the State of California and am a partner of Lewis Brisbois Bisgaard & Smith LLP, attorneys of record for Defendant American Honda Motor Co., Inc. (“Honda”) in the above-referenced Action.

2. I have personal knowledge of the facts herein and if called to testify I could and would competently testify thereto. The facts stated in this declaration are based on my personal knowledge, acquired both through my representation of Honda since 2003 in various putative class actions, and through information learned through publicly available sources, such as the dockets in other cases.

3. It is my understanding that Honda is well experienced in claims administration both in the class action context, as well as part of its normal business function processing reimbursement claims that are submitted pursuant to recalls subject to supervision by the National Highway Traffic Safety Administration (“NHTSA”) and warranty extension programs, including in the ten year warranty extensions for the Auto Idle Stop that Honda announced in 2022 and 2023.

4. It is also my understanding that Honda has the necessary experience and capacity to administer the settlement in this action. This is consistent with my experience with Honda in previous class action settlements in which I have served as Honda’s counsel. Most recently, Honda was approved to serve as the settlement administrator in *Kojikian v. American Honda Motor Co., Inc.*, Superior Court of the State of California, County of Los Angeles (Case No. BC606392) (Hon. Daniel Buckley, Presiding). The settlement website which Honda established in the *Kojikian* case, which also contains the relevant settlement documents and order appointing Honda as settlement administrator, can be found here: <https://www.settlement-claims.com/oilconsumption/>.

5. In addition to *Kojikian*, courts both within and outside this district have

1 similarly approved Honda serving as settlement administrator in the following cases:

- 2 a. *Durm v. American Honda Finance Corporation*, District of
- 3 Maryland, Case No. 13-cv-00223;
- 4 b. *Davitt v. American Honda Motor Co., Inc.*, District of New
- 5 Jersey, Case No. 2:13-cv-0038;
- 6 c. *Keegan v. American Honda Motor Co., Inc.*, Central District of
- 7 California, Case No. 2:10-cv-09508-MMM-AJW;
- 8 d. *Zakskorn v. American Honda Motor Co., Inc.*, Eastern District
- 9 of California, Case No. 2:11-cv-02610;
- 10 e. *Soto v. American Honda Motor Co., Inc.*, Northern District of
- 11 California, Case No. 3:12-cv-01377;
- 12 f. *Cordero v. American Honda Finance Corp. dba Honda*
- 13 *Financial Services*, San Mateo County Superior Court, Case No.
- 14 CIV531470;
- 15 g. *Durm v. American Honda Finance Corporation*, District of
- 16 Maryland, Case No. 13-cv-00223;
- 17 h. *In Re: American Honda Motor Co., Inc., CR-V Vibration*
- 18 *Marketing & Sales Practices Litigation*, S.D. of Ohio, Case No.
- 19 2:15-MD-02661;
- 20 i. *Gutierrez, et al. v. American Honda Motor Co. Inc.*, Central
- 21 District of California, Case No. 5:09-cv-01517;
- 22 j. *Case v. American Honda Motor Co., Inc.*, Los Angeles Superior
- 23 Court, Case No. BC424169;
- 24 k. *Fath v American Honda Motor Co., Inc.*, District of Minnesota,
- 25 18-cv-01549-NEB-LIB;
- 26 l. *Conti v. American Honda Motor Co., Inc.*, Central District of
- 27 California, 19-cv-02160-CJC-GJS;
- 28

1                    *m. Banh v. American Honda Motor Co., Inc.*, Central District of  
2                    California, 19-cv-5984-RGK-ASx.

3            6.        Honda has retained JND Administration (“JND”) to serve as “Notice  
4 Administrator” for the Settlement in this action. JND will provide the Court-approved  
5 notices to members of the Settlement Class and the CAFA notice to state and U.S.  
6 agencies.

7            I declare under penalty of perjury under the laws of the United States that the  
8 foregoing is true and correct to the best of my knowledge. Executed on May 12, 2025  
9 in Los Angeles, California.

10  
11  
12                      
13                    Eric Y. Kizirian

# **EXHIBIT 7**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re HONDA IDLE STOP  
LITIGATION

This Document Relates to:  
ALL ACTIONS

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

**CLASS ACTION**

**[PROPOSED] FINAL JUDGMENT**

District Judge Mark C. Scarsi  
Courtroom 7C, First Street

Complaint Filed: June 21, 2022  
Trial Date: Not Set

**JURY TRIAL DEMANDED**



1 IT IS on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, HEREBY  
2 ADJUDGED AND DECREED PURSUANT TO FEDERAL RULES OF CIVIL  
3 PROCEDURE 23 and 58 AS FOLLOWS:

- 4 (1) On this date, the Court entered a Final Order Approving Class Action  
5 Settlement and Certifying Settlement Class (“Final Order”) (ECF  
6 No. \_\_\_\_\_) and an Order Granting Plaintiffs’ Motion for Attorneys’ Fee  
7 and Expenses and Service Awards (“Fee Order”) (ECF No. \_\_\_\_\_); and  
8 (2) For the reasons stated in the Court’s Final Order, judgment is entered in  
9 accordance with the Final Order, and the claims in this Action are  
10 dismissed with prejudice, without costs to any party, except as otherwise  
11 provided in the Final Order, Fee Order, or in the Settlement Agreement.

12 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2025.

13 \_\_\_\_\_  
14 HON. MARK C. SCARSI  
15 U.S. DISTRICT COURT JUDGE  
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# EXHIBIT 8

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re HONDA IDLE STOP  
LITIGATION

This Document Relates to:  
ALL ACTIONS

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

**CLASS ACTION**

**[PROPOSED] FINAL ORDER  
APPROVING CLASS ACTION  
SETTLEMENT AND CERTIFYING  
SETTLEMENT CLASS**

Hearing Date: \_\_\_\_\_, 2025

Time: \_\_\_\_\_ a.m./p.m.

District Judge Mark C. Scarsi  
Courtroom 7C, First Street

Complaint Filed: June 21, 2022  
Trial Date: Not Set

**JURY TRIAL DEMANDED**

1 WHEREAS, the Court, having considered the Settlement Agreement filed  
2 with the Court, between and among Class Representatives, through Class Counsel,  
3 and Defendant American Honda Motor Co., Inc. (“AHM” or “Defendant”), the  
4 Court’s \_\_\_\_\_, 2025 Order Granting Preliminary Approval of Class  
5 Action Settlement, Conditionally Certifying the Settlement Class, Directing  
6 Notice to the Class, and Scheduling Final Approval Hearing (the “Preliminary  
7 Approval Order”), having held a Final Approval Hearing on \_\_\_\_\_, 2025,  
8 and having considered all of the submissions and arguments with respect to the  
9 Settlement Agreement and related documents and exhibits, and otherwise being  
10 fully informed, and good cause appearing therefore (all capitalized terms as  
11 defined in the Settlement Agreement);

12 **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. This Final Order Approving Class Action Settlement and Certifying  
14 Settlement Class (“Final Order”) incorporates herein and makes a part hereof, the  
15 Settlement Agreement and its exhibits, and the Preliminary Approval Order.  
16 Unless otherwise provided herein, the terms defined in the Settlement Agreement  
17 and Preliminary Approval Order shall have the same meanings for purposes of this  
18 Final Order and accompanying Judgment.

19 2. The Court has personal jurisdiction over all parties in the Action,  
20 including, but not limited to all Class Members, and has subject matter jurisdiction  
21 over the Action, including, without limitation, jurisdiction to approve the  
22 Settlement Agreement, grant final certification of the Class, settle and release all  
23 claims released in the Settlement Agreement, and dismiss the Action with  
24 prejudice and enter final judgment in each Action. Further, venue is proper in this  
25 Court, pursuant to 28 U.S.C. §§ 1331, 1332, 1391.

26 **THE SETTLEMENT CLASS**

27 3. Based on the record before the Court, including all submissions in  
28

1 support of the settlement set forth in the Settlement Agreement, objections and  
2 responses thereto and all prior proceedings in the Action, as well as the Settlement  
3 Agreement itself and its related documents and exhibits, the Court hereby confirms  
4 the certification of the following nationwide Class (the “Class”) for settlement  
5 purposes only:

6 [A]ll individuals or legal entities who own or owned, purchase(d) or  
7 lease(d) Class Vehicles in any of the fifty States. Excluded from the  
8 Class are (1) AHM, its related entities, parent companies, subsidiaries  
9 and affiliates, and their respective officers, directors, and employees;  
10 (2) insurers or financiers of the Class Vehicles; (3) all persons and/or  
11 entities claiming to be subrogated to the rights of Class Members; (4)  
12 issuers or providers of extended vehicle warranties or extended  
13 service contracts; (5) individuals and/or entities who validly and  
14 timely opt-out of the Settlement; (6) individuals or businesses that  
15 have purchased Class Vehicles previously deemed a total loss (i.e.  
16 salvage) (subject to verification through Carfax or other means); (7)  
17 current and former owners of a Class Vehicle who previously have  
18 released all claims against AHM with respect to the issues raised in  
19 the Litigation; and (8) any judge to whom this matter is assigned, and  
20 his or her immediate family (spouse, domestic partner, or children).

21 “Class Vehicles” means all 2015-2020 Acura TLX, 2016-2020 Acura  
22 MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda  
23 Ridgeline vehicles sold or leased in the United States equipped with a NP0 engine,  
24 nine-speed automatic transmission, and equipped with the Auto Idle Stop (“AIS”)  
25 feature. Any vehicle that has already received a starter motor assembly  
26 replacement with the “A53” starter motor assembly for free under warranty is not  
27 a “Class Vehicle” except for purposes of submitting a Claim for reimbursement of  
28 “Out-of-Pocket Costs”.

“Service Bulletins” means Acura service bulletins 22-009 (2015-2020 TLX)  
and 23-002 (2016-2020 MDX), and Honda service bulletin 23-009 (2019-21  
Passport; 2016-2021 Pilot; 2020-21 Ridgeline), individually or collectively.

4. The Court finds that only those persons/entities/organizations listed

1 on Appendix [REDACTED] to this Final Order have timely and properly excluded themselves  
2 from the Class and, therefore, are not bound by this Final Order or the  
3 accompanying Judgment.

4 5. The Court confirms, for settlement purposes and conditioned upon  
5 the entry of this Final Order and accompanying Judgment and upon occurrence of  
6 the Effective Date, that the Class meets all the applicable requirements of Fed. R.  
7 Civ. P. 23(a) and (b)(3):

8 (a) Numerosity: The Class, which is ascertainable from  
9 Defendant's records as well as from other objective criteria, consists of current  
10 and former owners and lessees of more than 800,000 Class Vehicles located  
11 throughout the United States and satisfies the numerosity requirement of Fed. R.  
12 Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into  
13 one suit would be impracticable. *See Californians for Disab. Rts., Inc. v. Cal.*  
14 *Dep't of Transp.*, 249 F.R.D. 334, 346 (N.D. Ca. 2008) ("While there is no bright-  
15 line rule as to how many class members are required to be sufficiently numerous,  
16 various courts have found that the numerosity factor is satisfied if the class  
17 comprises 40 or more members....") (citing *Consol. Rail Corp. v. Town of Hyde*  
18 *Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity  
19 requirement is met.

20 (b) Commonality: The commonality requirement of Rule 23(a)(2)  
21 is satisfied for settlement purposes because there are questions of law and fact that  
22 center on the manufacturing and sale of Class Vehicles as alleged and/or described  
23 in the Fifth Consolidated Amended Complaint, which are common to the Class.  
24 *See Jiminez v. Allstate Ins. Co.*, 765 F.3d 1161, 1168 (9th Cir. 2014) (recognizing  
25 "the existence of a 'single, central, common issue of liability' [i]s sufficient to  
26 support class certification.").

27 (c) Typicality: The Settlement Class Representatives' claims are  
28

1 typical of the other Settlement Class Members' claims for purposes of Settlement  
2 because they concern the same alleged conduct, arise from the same legal theories,  
3 and allege the same types of harm and entitlement to relief. *See Just Film, Inc. v.*  
4 *Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) ("[I]t is sufficient for typicality if the  
5 plaintiff endured a course of conduct directed against the class."). Rule 23(a)(3)  
6 is therefore satisfied.

7 (d) Adequacy: The Court confirms that the Settlement Class  
8 Representatives will fairly and adequately protect the interests of the Settlement  
9 Class in that: (i) the Class Representatives' interests and the nature of claims  
10 alleged are consistent with those of the members of the Settlement Class; (ii) there  
11 appear to be no conflicts between or among the Settlement Class Representatives  
12 and the Settlement Class; and (iii) the Settlement Class Representatives and the  
13 members of the Settlement Class are represented by qualified, reputable counsel  
14 who are experienced in preparing and prosecuting complex class actions. Rule  
15 23(a)(4) is therefore satisfied.

16 (e) Predominance and Superiority: Rule 23(b)(3) is satisfied for  
17 settlement purposes as well because the common legal and alleged factual issues  
18 here predominate over individualized issues, and resolution of the common issues  
19 for Settlement Class Members in a single, coordinated proceeding is superior to  
20 individual lawsuits addressing the same legal and factual issues.

21 6. The designated Class Representatives are as follows: Kevin Bishop,  
22 Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas,  
23 Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew,  
24 Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary,  
25 Sadia Durrani, Abby O'Neill, Latasha Ransome, and Ali Qureshi. The Court finds  
26 that these Class Members have adequately represented the Class for purposes of  
27 entering into and implementing the Settlement Agreement.

1           7.     The Court confirms the appointment of following persons and entities  
2 as Class Counsel:

3                   H. Clay Barnett, III  
4                   Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.  
5                   218 Commerce Street  
6                   Montgomery, Alabama 36104  
7                   Tel.: (800) 898-2034  
8                   E-mail: Clay.Barnett@beasleyallen.com

9                   Adam J. Levitt  
10                  DiCello Levitt, LLP  
11                  Ten North Dearborn Street, Sixth Floor  
12                  Chicago, Illinois 60602  
13                  Telephone: 312-214-7900  
14                  alevitt@dicellolevitt.com

15                  Andrew Traylor  
16                  ANDREW T. TRAILOR, P.A.  
17                  9990 Southwest 77 Avenue, PH 12  
18                  Miami, Florida 33156  
19                  Telephone: 305-668-6090  
20                  andrew@attlawpa.com

21           8.     In making all of the foregoing findings, the Court has exercised its  
22 discretion in certifying the Class.

23                               **NOTICE TO CLASS MEMBERS**

24           9.     The record shows and the Court finds that the Class Notice has been  
25 given to the Class in the manner approved by the Court in its Preliminary Approval  
26 Order (ECF No. \_\_\_\_). The Court finds that such Class Notice: (i) is reasonable  
27 and constitutes the best practicable notice to Class Members under the  
28 circumstances; (ii) constitutes notice that was reasonably calculated, under the  
circumstances, to apprise Class Members of the pendency of the Action and the  
terms of the Settlement Agreement, their right to exclude themselves from the  
Class or to object to all or any part of the Settlement Agreement, their right to  
appear at the Final Approval Hearing (either on their own or through counsel hired



1 at their own expense) and the binding effect of the orders and Final Order and  
2 Judgment in the Action, whether favorable or unfavorable, on all persons and  
3 entities who or which do not exclude themselves from the Class; (iii) constitutes  
4 due, adequate, and sufficient notice to all persons or entities entitled to receive  
5 notice; and (iv) fully satisfied the requirements of the United States Constitution  
6 (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable  
7 law as well as complying with the Federal Judicial Center's illustrative class action  
8 notices.

9 10. The Court further finds that Defendant, through the Notice  
10 Administrator, provided notice of the settlement to the appropriate state and  
11 federal government officials pursuant to 28 U.S.C. §1715. Furthermore, the Court  
12 has given the appropriate state and federal government officials the requisite  
13 ninety (90) day time period to comment or object to the Settlement Agreement  
14 before entering its Final Order and Judgment.

15 **FINAL APPROVAL OF SETTLEMENT**

16 11. The Court finds that the Settlement Agreement resulted from  
17 extensive arm's length, good faith negotiations between Class Counsel and  
18 Defendant, through experienced counsel.

19 12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves,  
20 in all respects, the Settlement as set forth in the Settlement Agreement and finds  
21 that the Settlement Agreement, and all other parts of the Settlement are, in all  
22 respects, fair, reasonable, and adequate, and in the best interest of the Class and  
23 are in full compliance with all applicable requirements of the Federal Rules of  
24 Civil Procedure, the United States Constitution (including the Due Process  
25 Clause), the Class Action Fairness Act, and any other applicable law. The Court  
26 hereby declares that the Settlement Agreement is binding on all Class Members,  
27 except those identified on Appendix [REDACTED], and it is to be preclusive in the Action.

1           13. The Court finds that the Settlement Agreement is fair, reasonable and  
2 adequate based on, among other things, the following factors: (1) the strength of  
3 plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further  
4 litigation; (3) the risk of maintaining class action status throughout the trial; (4)  
5 the amount achieved or recovered in resolution of the action; (5) the extent of  
6 discovery completed, and the stage of the proceedings; (6) the experience and  
7 views of counsel; and (7) the reaction of the class members to the proposed  
8 settlement. *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).  
9 Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh  
10 in favor of approving the settlement: (1) the adequacy of representation by class  
11 representatives and class counsel; (2) whether settlement negotiations were done  
12 fairly at arm's length; (3) the adequacy of relief provided under the settlement—  
13 taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the  
14 effectiveness of the proposed methods of distributing relief to the class, including  
15 the method of processing class-member claims, if required, (iii) the terms of any  
16 proposed award of attorney's fees, including timing of payment, and (iv) any  
17 agreement required to be identified under Rule 23(e)(3); and (4) the equity of  
18 treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2)  
19 (amended Dec. 2018).

20           14. The Parties are hereby directed to implement and consummate the  
21 Settlement according to the terms and provisions of the Settlement Agreement. In  
22 addition, the Parties are authorized to agree to and adopt such amendments and  
23 modifications to the Settlement Agreement as: (i) shall be consistent in all material  
24 respects with this Final Order, and (ii) do not limit the rights of the Class.

25           15. The Court has considered all objections, timely and proper or  
26 otherwise, to the Settlement Agreement and denies and overrules them as without  
27 merit.

16. All claims asserted against Defendant in the Action are hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

17. Upon entry of this Final Order and the accompanying Judgment, Class Representatives, and each member of the Class (except those listed on Appendix [REDACTED]), on behalf of themselves and any other legal or natural persons who may claim by, through, or under them, agree to fully, finally and forever release, Defendant and Released Parties from any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity (including any claims under the “lemon laws” of the fifty (50) U.S. states and the Magnusson-Moss Warranty Act), that arise out of, relate to, or in any way concern AIS No-Restart in the Class Vehicles. Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Order and accompanying Judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims; provided, however, that notwithstanding the foregoing, Class Representatives and the other Class Members are not releasing claims for death, personal injury, or damage to tangible property other than to the Class Vehicles, or claims for subrogation.

18. Notwithstanding the foregoing, Class Representatives and/or Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural persons (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

1           19. In connection with the Settlement Agreement, Class  
2 Representatives, on behalf of the other Class Members, acknowledge that they and  
3 other Class Members may hereafter discover claims presently unknown or  
4 unsuspected, or facts in addition to or different from those that they now know or  
5 believe to be true concerning the subject matter of the Action and/or the Release  
6 herein. Nevertheless, it is the intention of Class Counsel and Class Representatives  
7 in executing this Settlement Agreement to fully, finally, and forever settle, release,  
8 discharge, and hold harmless all such matters, and all claims relating thereto which  
9 exist, hereafter may exist, or might have existed (whether or not previously or  
10 currently asserted in any action or proceeding) with respect to the Action,  
11 provided, however, that Class Representatives and the other Class Members are  
12 not releasing claims for death, personal injury, or damage to tangible property  
13 other than to the Class Vehicles, or claims for subrogation.

14           20. Class Representatives expressly understand and acknowledge that  
15 they will be deemed by the Final Order and Judgment to acknowledge and waive  
16 Section 1542 of the Civil Code of the State of California, which provides that:

17           **A GENERAL RELEASE DOES NOT EXTEND TO**  
18           **CLAIMS THAT THE CREDITOR OR RELEASING**  
19           **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**  
20           **HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
21           **THE RELEASE AND THAT, IF KNOWN BY HIM OR**  
              **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**  
              **HER SETTLEMENT WITH THE DEBTOR OR**  
              **RELEASED PARTY.**

22           21. Class Representatives expressly waive and relinquish any and all  
23 rights and benefits that they may have under, or that may be conferred upon them  
24 by, the provisions of Section 1542 of the California Civil Code, or any other law  
25 of any state or territory that is similar, comparable or equivalent to Section 1542,  
26 to the fullest extent they may lawfully waive such rights.

27           22. The Court orders that the Settlement Agreement shall be the  
28

1 exclusive remedy for all claims released in the Settlement Agreement for all Class  
2 Members not listed on Appendix [REDACTED].

3 23. Therefore, except for those listed on Appendix [REDACTED], all Class  
4 Representatives, Class Members and their representatives are hereby permanently  
5 barred and enjoined from, either directly, through their representatives, or in any  
6 other capacity instituting, commencing, filing, maintaining, continuing or  
7 prosecuting against any of the Released Parties (as that term is defined in the  
8 Settlement Agreement) any action or proceeding in any court or tribunal asserting  
9 any of the matters, claims or causes of action covered by the Release. In addition,  
10 all Class Representatives, Class Members and all persons in active concert or  
11 participation with Class Members are permanently barred and enjoined from  
12 organizing Class Members who have not been excluded from the Class into a  
13 separate class for purposes of pursuing, as a purported class action, any lawsuit  
14 based on or relating to the claims and causes of action in the Action, or the Release  
15 in the Settlement Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a),  
16 and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds  
17 that issuance of this permanent injunction is necessary and appropriate in aid of its  
18 continuing jurisdiction and authority over the settlement as set forth in the  
19 Settlement Agreement, and the Action.

20 **OTHER PROVISIONS**

21 24. Without affecting the finality of this Final Order or the  
22 accompanying Judgment, the Court retains continuing and exclusive jurisdiction  
23 over the Action and all matters relating to the administration, consummation,  
24 enforcement, and interpretation of the Settlement Agreement and of this Final  
25 Order and the accompanying Judgment, to protect and effectuate this Final Order  
26 and the accompanying Judgment, and for any other necessary purpose. The Parties,  
27 the Class Representatives, and each Class Member not listed on Appendix [REDACTED] are  
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1 hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this  
2 Court, for the purpose of any suit, action, proceeding or dispute arising out of or  
3 relating to the Settlement Agreement or the applicability of the Settlement  
4 Agreement, including the exhibits thereto, and only for such purposes.

5 25. In the event that the Effective Date does not occur, certification of  
6 the Class shall be automatically vacated and this Final Order and the  
7 accompanying Judgment, and other orders entered in connection with the  
8 Settlement Agreement and releases delivered in connection with the Settlement  
9 Agreement, shall be vacated and rendered null and void as provided by the  
10 Settlement Agreement.

11 26. Without further order of the Court, the Parties may agree to  
12 reasonably necessary extensions of time to carry out any of the provisions of the  
13 Settlement Agreement. Likewise, the Parties may, without further order of the  
14 Court, agree to and adopt such amendments to the Settlement Agreement  
15 (including exhibits) as are consistent with this Final Order and the accompanying  
16 Judgment and do not limit the rights of Class Members under the Settlement  
17 Agreement.

18 27. Nothing in this Final Order or the accompanying Judgment shall  
19 preclude any action in this Court to enforce the terms of the Settlement Agreement.

20 28. Neither this Final Order nor the accompanying Judgment (nor any  
21 document related to the Settlement Agreement) is or shall be construed as an  
22 admission by the Parties. Neither the Settlement Agreement (or its exhibits), this  
23 Final Order, the accompanying Judgment, or any document related to the  
24 Settlement Agreement shall be offered in any proceeding as evidence against any  
25 of the Parties of any fact or legal claim; provided, however, that Defendant and the  
26 Released Parties may file any and all such documents in support of any defense  
27 that the Settlement Agreement, this Final Order, the accompanying Judgment and  
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1 any other related document is binding on and shall have res judicata, collateral  
2 estoppel, and/or preclusive effect in any pending or future lawsuit by any person  
3 or entity who is subject to the release described above asserting a released claim  
4 against any of the Released Parties.

5 29. A copy of this Final Order shall be filed in, and applies to, the  
6 Action.

7 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2025.

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11 HON. MARK C. SCARSI  
12 U.S. DISTRICT COURT JUDGE  
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**CERTIFICATE OF SERVICE**

I hereby certify that on May 22, 2025, 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 May 22, 2025.

*/s/ H. Clay Barnett, III*

H. CLAY BARNETT, III

BEASLEY, ALLEN, CROW, METHVIN,  
PORTIS & MILES, P.C.  
272 Commerce Street  
Montgomery, Alabama 36104  
Tel.: (800) 898-2034  
E-mail: Clay.Barnett@beasleyallen.com