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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

IN RE HONDA IDLE STOP LITIGATION

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

This Document Relates to:

Hon. Mark C. Scarsi

ALL ACTIONS

**DECLARATION OF
ANTOINETTE LANUS IN
SUPPORT OF FINAL APPROVAL**

1 I, Antoinette Lanus, hereby declare under penalty of perjury pursuant to 28
2 U.S.C. § 1746 as follows:

3 1. I am a named plaintiff in the above-captioned case. I have personal
4 knowledge of the facts stated herein and, if called upon to testify, would be
5 competent to do so.

6 2. In 2021, I purchased a 2017 Honda Pilot in Gonzales, Louisiana.

7 3. My vehicle suffered from the No Restart defect on numerous
8 occasions between the date I purchased it and the date that I received the
9 replacement starter, as discussed below.

10 4. Prior to the filing of the First Amended Complaint in this action, I
11 contacted Class Counsel regarding the No Restart defect, and I retained Class
12 Counsel to represent me in this case. I agreed to act as a representative plaintiff in
13 a class action litigation, with the understanding that I agreed to act in the best
14 interests of the class.

15 5. My interests are aligned with those of the Settlement Class.
16 Throughout the course of the litigation, I have sought to help purchasers and
17 lessees of vehicles suffering from, or subject to, the No Restart defect receive
18 reasonable relief from Honda. I do not have any interests that are antagonistic to
19 or conflicts with the interests of the Settlement Class.

20 6. Since joining the case, I have communicated with my attorneys to
21 keep myself updated regarding what was happening in the case and to answer my
22 attorneys' questions regarding my individual facts and circumstances. The
23 communications included, among other things, initial conversations regarding the
24 issues with my vehicle, verifying information prior to joining this action, updating
25 my attorneys on any change in status in my efforts to get the No Restart defect
26 repaired, discussing the status of the litigation, and discussing the status of
27 settlement discussions.

28 7. I searched for and produced responsive documents in response to

1 Honda's document requests, and I provided information in response to Honda's
2 interrogatories. On February 14, 2024, I testified in a deposition, conducted by
3 Honda's counsel, lasting approximately four hours.

4 8. I estimate that I have spent approximately 25 hours participating in,
5 and performing work relating to, this action.

6 9. I have reviewed the terms of settlement and believe that the benefits
7 provided by the settlement represent an excellent result for the Settlement Class.
8 Specifically, I believe that Honda's agreement to provide a free starter replacement
9 without requiring that its dealers or service centers first verify that a vehicle is
10 suffering from the No Restart defect is a very significant benefit. From my own
11 experience with the No Restart defect, I know that it happens intermittently and
12 that one cannot reasonably expect that the problem can be duplicated, or verified,
13 by any service center or dealership.

14 10. My vehicle suffered from the No Restart defect after receiving the
15 software update described in the Honda service bulletins referenced in the
16 Settlement.

17 11. Prior to implementation of the amended service bulletins, pursuant
18 to the Settlement, I attempted to receive a remedy to the No Restart defect and the
19 service center at Team Honda in Baton Rouge, Louisiana provided me only with
20 the inadequate software update described in the Honda service bulletins referenced
21 in the Settlement.

22 12. On or around January 2026, after the Settlement, I was able to
23 receive a free starter replacement from Team Honda in Baton Rouge, Louisiana
24 pursuant to the terms of the Settlement.

25 13. I understand that under the settlement, Class Counsel will request
26 that the Court award each Class Representative, including myself, an incentive
27 award of \$7,500.

28 14. I have been informed and understand that whether I receive an

1 incentive award payment and, if so, in what amount, is entirely up to the Court. I
2 also understand that the incentive awards are to be considered by the Court
3 separately from whether the settlement is fair, reasonable, and adequate, and that
4 if the Court declines to award the requested incentive awards, that determination
5 will not affect the validity or finality of the settlement. My support of the
6 settlement is not conditioned on an incentive award.

7 15. I also endorse the application for attorneys' fees by Class Counsel. I
8 believe Class Counsel should be awarded fair compensation for their significant
9 efforts since before the inception of this litigation, for the excellent result achieved,
10 and the substantial risks undertaken in this litigation.

11 16. I recommend the settlement based on my belief that it is fair and
12 reasonable and in the best interest of the proposed class.

13 **I declare under penalty of perjury that the foregoing is true and correct.**

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Dated: March 17, 2026

By: /s/ Antoinette Lanus
Antoinette Lanus