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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 BRANDON  
DERRY IN SUPPORT OF FINAL  
APPROVAL**

1 I, Brandon Derry, 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 2015, I purchased a 2016 Honda Pilot in Stratham, New  
7 Hampshire.

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

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

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

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

1           7.       I searched for and produced responsive documents in response to  
2 Honda's document requests, and I provided information in response to Honda's  
3 interrogatories. I spent numerous hours preparing for and, on March 1, 2024,  
4 testifying in a deposition, conducted by Honda's counsel, lasting approximately  
5 four hours.

6           8.       I estimate that I have spent approximately 45 hours participating in,  
7 and performing work relating to, this action.

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

16          10.       My vehicle suffered from the AIS No-Restart defect after receiving  
17 the software update described in the Honda service bulletins referenced in the  
18 Settlement.

19          11.       Prior to implementation of the amended service bulletins, pursuant  
20 to the Settlement, I attempted to receive a remedy to the AIS No-Restart defect  
21 and the service center at Honda Barn Dealership refused to provide me with a free  
22 starter replacement because they stated that they could not verify the defect.

23          12.       On or around December 12, 2024, I was able to receive a free starter  
24 replacement from Honda Barn dealership.

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 Settlement Class.

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

14

15 Dated: March 18, 2026

By: /s/ Brandon Derry  
Brandon Derry

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