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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 DAVID JEW
IN SUPPORT OF FINAL
APPROVAL**

1 I, David Jew, hereby declare under penalty of perjury pursuant to 28 U.S.C.
2 § 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 April 2016, I purchased a 2016 Honda Pilot in Edmonds,
7 Washington.

8 3. My vehicle suffered from the AIS No-Restart defect on numerous
9 occasions since the date I purchased it.

10 4. Prior to the filing of the Second Amended Complaint in this action,
11 I contacted counsel at Fegan Scott LLC regarding the AIS No-Restart defect, and
12 I retained Fegan Scott LLC to represent me in this case. I understood at that time
13 that Fegan Scott was working together with Class Counsel in connection with the
14 AIS No-Restart defect and that Class Counsel would be primarily responsible for
15 the overall prosecution of my claims. I agreed to act as a representative plaintiff in
16 a class action litigation, with the understanding that I agreed to act in the best
17 interests of the class.

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

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

1 repaired, discussing the status of the litigation, and discussing the status of
2 settlement discussions.

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

8 8. I estimate that I have spent approximately 60 hours participating in,
9 and performing work relating to, this action.

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

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

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

25 12. 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.

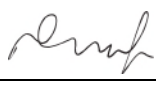
28 13. I have been informed and understand that whether I receive an

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 14. 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 15. 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: 03 / 20 / 2026 By: 
16 David Jew

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