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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 ELISABETH
SIMPSON IN SUPPORT OF FINAL
APPROVAL**

1 I, Elisabeth Simpson, hereby declare under penalty of perjury pursuant to
2 28 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 2016, I purchased a 2016 Honda Pilot in Newark, Delaware.

7 3. My vehicle suffered from the AIS 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 Second Amended Complaint in this action,
11 I contacted Class Counsel regarding the AIS No-Restart defect, and I retained
12 Class Counsel to represent me in this case. I agreed to act as a representative
13 plaintiff in a class action litigation, with the understanding that I agreed to act in
14 the best 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 AIS 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 AIS 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. I spent numerous hours preparing for and, on February 19, 2024,
3 testifying in a deposition, conducted by Honda's counsel, lasting approximately
4 six hours.

5 8. I estimate that I have spent approximately 50 hours participating in,
6 and performing work relating to, this action.

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

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

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

23 12. On or around February 22, 2024, I was able to receive a free starter
24 replacement from Martin Delivers Honda dealership.

25 13. Since receiving a free starter replacement, I have not experienced
26 the AIS No-Restart defect.

27 14. I understand that under the Settlement, Class Counsel will request
28 that the Court award each Class Representative, including myself, an incentive

1 award of \$7,500.

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

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

13 17. I recommend the Settlement based on my belief that it is fair and
14 reasonable and in the best interest of the proposed Settlement Class.

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

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17 Dated: March 17, 2026

By: /s/ Elisabeth Simpson
Elisabeth Simpson

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