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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 JEFF
KAMINSKI IN SUPPORT OF
FINAL APPROVAL**

1 I, Jeff Kaminski, 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 Merrillville, Indiana.

7 3. My vehicle suffered from the AIS No-Restart defect on numerous
8 occasions throughout my ownership.

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

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

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

27 7. I searched for and produced responsive documents in response to
28 Honda's document requests, and I provided information in response to Honda's

1 interrogatories. I spent numerous hours preparing for and, on March 25, 2024,
2 testifying in a deposition, conducted by Honda's counsel, lasting approximately
3 five hours.

4 8. I estimate that I have spent approximately 100 hours participating
5 in, 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 AIS No-Restart defect is a very significant benefit. From my
11 own experience with the AIS No-Restart defect, I know that it happens
12 intermittently and that one cannot reasonably expect that the problem can be
13 duplicated, or verified, by any service center or dealership.

14 10. Since receiving the software update, I routinely disable the Idle
15 Stop feature when operating my vehicle to avoid experiencing additional No-
16 Restart events. With the implementation of the amended service bulletins and the
17 removal of the verification hurdle, I intend to schedule an appointment to receive
18 a starter replacement as provided under the Settlement terms.

19 11. I understand that under the Settlement, Class Counsel will request
20 that the Court award each Class Representative, including myself, an incentive
21 award of \$7,500.

22 12. I have been informed and understand that whether I receive an
23 incentive award payment and, if so, in what amount, is entirely up to the Court. I
24 also understand that the incentive awards are to be considered by the Court
25 separately from whether the Settlement is fair, reasonable, and adequate, and that
26 if the Court declines to award the requested incentive awards, that determination
27 will not affect the validity or finality of the Settlement. My support of the
28 Settlement is not conditioned on an incentive award.

1 13. I also endorse the application for attorneys' fees by Class Counsel. I
2 believe Class Counsel should be awarded fair compensation for their significant
3 efforts since before the inception of this litigation, for the excellent result achieved,
4 and the substantial risks undertaken in this litigation.

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

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

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9 Dated: March 18, 2026

By: /s/ Jeff Kaminski
Jeff Kaminski

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