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Class Counsel

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

IN RE HONDA IDLE STOP LITIGATION

This Document Relates to:

ALL ACTIONS

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

Hon. Mark C. Scarsi

**JOINT DECLARATION OF ADAM
J. LEVITT, H. CLAY BARNETT, III,
AND ANDREW T. TRAILOR IN
SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Filed Concurrently with [Proposed]
Order]

Hearing Date: June 2, 2025

Place: Courtroom 7C

Time: 9:00 a.m.

1 ADAM J. LEVITT, H. CLAY BARNETT, III, and ANDREW T. TRAILOR
2 hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

3 1. I, Adam J. Levitt, duly licensed to practice law in the State of Illinois,
4 and admitted *pro hac vice* in this Action, am a founding partner of DiCello Levitt
5 LLP (“DiCello Levitt”) and Co-Class Counsel in this Action.

6 2. I, H. Clay Barnett, III, duly licensed to practice law in the State of
7 Alabama, and admitted *pro hac vice* in this Action, am a partner at the law firm of
8 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C (“Beasley Allen”) and Co-Class
9 Counsel in this Action.

10 3. I, Andrew T. Traylor, duly licensed to practice law in the State of Florida,
11 and admitted *pro hac vice* in this Action, am the founder of Andrew T. Traylor, P.A.,
12 and Co-Class Counsel in this Action.

13 4. We respectfully submit this joint declaration in support of Plaintiffs’
14 Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion
15 for Preliminary Approval”). We have personal knowledge of the matters pertaining
16 to the Action and the proposed Settlement and are competent to testify with respect
17 thereto.

18 5. We are pleased to submit for the Court’s preliminary approval the
19 proposed Settlement of this Action, as set forth in the Settlement Agreement.¹ The
20 Settlement follows over 12,789 hours of work investigating, researching, analyzing,
21 and briefing the many complex factual and legal issues presented in this case,
22 including conducting substantial formal discovery, certifying eleven statewide
23 damages classes, successfully opposing summary judgment, and trial preparation.

24 6. The proposed Settlement, if approved, will confer valuable benefits to a
25 nationwide Settlement Class of current, former and future owners and lessees of
26 approximately 1,000,000 Honda and Acura vehicles. The Settlement is fair,

27 ¹ Unless otherwise indicated, capitalized terms have the meanings given to them in the Settlement
28 Agreement (“SA”). See SA § II.

1 reasonable, and adequate, provides substantial benefits for the members of the
2 proposed Settlement Class, and merits this Court’s preliminary approval. Plaintiffs
3 filed the Settlement Agreement, together with its exhibits, contemporaneously with
4 the Motion for Preliminary Approval.

5 **I. THE DEFECT**

6 7. This case arises from Defendant American Honda Motor Co., Inc.’s
7 (“Honda”) marketing and sale of certain Honda and Acura vehicles as safe, reliable,
8 and durable without disclosing to consumers that the vehicles were equipped with a
9 defective Auto Idle Stop (“AIS”) system, which can result in affected vehicles
10 suddenly becoming inoperable when stopped at an intersection or in stop-and-go
11 traffic (“AIS No Restart”).

12 8. The Class Vehicles are 2015–2020 Acura TLXs, 2016–2020 Acura
13 MDXs, 2016–2021 Honda Pilots, 2019–2021 Honda Passports, and 2020–2021
14 Honda Ridgelines.

15 9. Due to the presence of AIS No-Restart in certain Honda and Acura
16 vehicles, between March 2022 and January 2023, Honda issued technical service
17 bulletins (“TSBs”) 22-008, 23-001, 23-002, 23-008, 23-010 for the Class Vehicles
18 to: (1) update the PGM-Fi software and (2) replace the defective starter and perform
19 a valve adjustment. Honda’s TSBs, however, required a dealership to duplicate a
20 customer’s AIS symptom prior to providing the starter replacement, which
21 effectively created a barrier to the repair.

22 10. On June 21, 2022, Plaintiff Hamid Bolooki filed a complaint (ECF No.
23 1) alleging that the AIS system in Class Vehicles was unreliable and unsafe. ECF No.
24 1 ¶¶ 28–38.

25 11. On September 28, 2022, and January 9, 2023, two other putative class
26 actions were filed in other federal courts making substantially similar allegations as
27 to those in *Balooki*. These other cases were *Cooper v. Am. Honda Motor Co., Inc.*,
28

1 Case No. 1:22-cv-05299-ARW (N.D. Ill.); and *Deneen Nock v. Honda Motor Co.,*
2 *Ltd. et al.*, Case No. 1:23-cv-00109-MCS-SK) (C.D. Cal.).

3 12. Prior to commencing litigation, counsel conducted a comprehensive
4 investigation into the underlying facts of this case. We thoroughly studied the Service
5 Bulletins notice, brought our automotive engineering expertise to reviewing and
6 analyzing Service Bulletin-related information on the NHTSA website, and other
7 public sources. We conferred extensively with owners and lessees of the Class
8 Vehicles and consulted them about their own experiences with their vehicles' AIS
9 System. Counsel carefully studied the customer complaints and reports on the
10 NHTSA website as well as other publicly available information as part of this inquiry.
11 Counsel retained and conferred with an independent automotive engineering
12 consulting expert to better understand the causes of the AIS No-Restart problems and
13 to explore potential remedies.

14 13. Counsel also conducted legal research to determine the viability of
15 asserting various claims, including claims under the consumer protection statutes of
16 potential clients' home states as more individuals began to reach out to Counsel.
17 Counsel interviewed the potential clients about the internet and other research they
18 did prior to purchasing or leasing their vehicles, and examined Honda's marketing
19 and advertising materials in various media outlets to assess whether they could
20 properly allege that Honda made material misrepresentations and/or omissions.
21 Counsel researched the viability of common law claims and a nationwide claim for
22 violation of the Magnuson-Moss Warranty Act. After Class Counsel satisfied
23 themselves that viable claims could be asserted against Honda, they conferred with
24 and got approval from their clients to commence litigation.

25 14. On February 21, 2023, the Court appointed the undersigned as Class
26 Counsel and, on March 14, 2023, the Court, *sua sponte*, consolidated *Balooki,*
27 *Cooper*, and *Nock* actions and directed the plaintiffs to file an amended complaint.
28 ECF Nos. 62, 66.

1 15. On April 14, 2023, Plaintiffs filed their First Consolidated Amended
2 Class Action Complaint, ECF No. 73, followed by their Second Consolidated
3 Amended Complaint on May 12, 2023, ECF No. 82.

4 16. On September 27, 2023, the Court denied, in large part, Honda's
5 Motion to Dismiss Plaintiffs' Second Consolidated Amended Complaint. ECF No.
6 110. Plaintiffs filed their Third Consolidated Amended Complaint on October 11,
7 2023. ECF No. 111.

8 17. Between December 2022 and June 2024, the parties engaged in over
9 eighteen (18) months of intensive discovery, including both expert and fact
10 discovery.

11 18. Plaintiffs and Honda exchanged initial disclosures on January 12, 2023,
12 and May 8, 2023, respectively. Plaintiffs and Honda submitted a Joint 26(f) Report
13 and discovery plan on June 12, 2023. ECF No. 91. Plaintiffs served requests for
14 production of documents on Honda on April 7, 2023, and served additional requests
15 on December 1, 2023, and December 28, 2023. Honda served its written responses
16 to Plaintiffs' requests on June 2, 2023, and January 29, 2024. Plaintiffs served written
17 interrogatories on Honda on April 13, 2023, November 22, 2023, and December 28,
18 2023.

19 19. As a part of formal discovery, Honda produced, and Plaintiffs processed
20 and reviewed, over 44,250 documents containing approximately 180,300 pages
21 related to the design and operation of the AIS System and starters in Class Vehicles,
22 warranty data, failure modes and effects analyses, Honda's investigation into the
23 alleged defect, the service bulletins, and the defect countermeasure development and
24 implementation. Additionally, Plaintiffs' automotive engineering expert sourced,
25 inspected, and tested numerous original and A53 Starters, including in Class
26 Vehicles, and analyzed, *inter alia*, the starters' design, operation, and specifications.

27 20. The parties participated in three informal discovery conferences with
28 Magistrate Judge Kim.

1 21. Plaintiffs deposed Honda's corporate representatives and ten (10) of its
2 current or former employees, and Honda deposed twenty-four (24) named Plaintiffs.

3 22. On October 3, 2024, the Court certified eleven (11) state-wide classes
4 and directed Plaintiffs' Counsel submit additional briefing in support of appointing
5 Plaintiffs as Class Representatives and Interim Class Counsel as Class Counsel. ECF
6 No. 175 at 27–28. Plaintiffs submitted their supplemental briefing on October 17,
7 2024, and, on November 22, 2024, the Court entered an order appointing Plaintiffs
8 as Class Representatives and Interim Class Counsel as Class Counsel. ECF Nos. 182,
9 206.

10 23. The Ninth Circuit denied Defendant's petition for permission to appeal.
11 *Stewart v. Am. Honda Motor Co.*, No. 24-6349 (9th Cir.) (ECF No. 9.1).

12 24. On December 26, 2024, the Court denied Defendant's Motion for
13 Summary Judgment as to all the certified claims except for the certified unjust
14 enrichment claims. ECF No. 221.

15 25. The Court set the case for trial on May 20, 2025. ECF No. 213.

16 26. On February 10, 2025, Honda moved for decertification of the Certified
17 Classes. ECF No. 228. Plaintiffs responded in opposition on February 17, 2024. ECF
18 No. 230.

19 **II. SETTLEMENT NEGOTIATIONS AND THE SETTLEMENT**
20 **AGREEMENT**

21 27. The negotiations culminating in this Settlement were complex,
22 conducted in good faith and at arms' length over a period of four (4) months by
23 informed and experienced counsel. Plaintiffs, with the goal of obtaining immediate
24 valuable benefits for Class Members, and Honda began to explore the possibility of
25 a resolution even while Honda's motion to decertify the classes, ECF No. 228, was
26 pending and Plaintiffs were engaged in trial preparations.

27 28. On February 26, 2025, while the decertification motion was pending,
28 the Parties engaged in a day-long mediation with Anthony Piazza of Mediated

1 Negotiations, Inc., through which the Parties reached agreement on a framework for
2 a nationwide settlement.

3 29. After further dialogue, the Parties reached an agreement in principle,
4 which they memorialized with a signed term sheet on March 24, 2025.

5 30. On March 28, 2025, the Parties filed a Notice of Settlement with the
6 Court. ECF No. 236.

7 31. On April 10, 2025, Plaintiffs filed their Fifth Amended Complaint, so
8 that Plaintiffs' operative complaint would reflect the knowledge gained through
9 discovery and revise the class definition to the evidence adduced and to assert a
10 nationwide class. ECF No. 242.

11 32. Numerous drafts of the Settlement Agreement and related exhibits were
12 exchanged between the Parties, which Class Counsel carefully negotiated and refined
13 before a final agreement could be reached. As a result of Class Counsel's efforts, the
14 Parties were successful in reaching a settlement that provides immediate, concrete
15 and substantial benefits to Class Members.

16 33. After carefully considering the facts and applicable law and the risks,
17 expenses, and uncertainty of continued litigation, and after having engaged in
18 extensive negotiations, the Parties agreed that it was in their mutual best interests to
19 resolve the claims in this Action related to the Class Vehicles on behalf of the Class
20 Representatives and proposed Settlement Class on fair, reasonable, and adequate
21 terms as set forth in this Settlement Agreement.

22 34. In consideration for the dismissal of the Action with prejudice and a full
23 and complete release of claims by all Plaintiffs, Class Representatives, and
24 Settlement Class Members, Honda has agreed to provide the following settlement
25 benefits: (a) issue amended Service Bulletins which eliminate the requirement for
26 technician verification of Auto Idle No-Restart symptoms as a prerequisite to
27 receiving the Replacement Starter under the 10-year Warranty Period or Extended
28 Claims Period; (b) an Extended Claims Period of 18-months and 24-months for 2015

1 Acura TLX vehicles, and 2016 Acura TLX, Acura MDX, and Honda Pilot vehicles;
2 and (c) an Out-of-Pocket Costs claims process.

3 35. Under the amended Service Bulletins, through the 10-year extended
4 Warranty Period and 18/24-month Extended Claims Period, Honda guarantees all
5 Settlement Class Members a new A53 Starter as soon as the need arises, removing
6 the verification hurdle for any Settlement Class Member who experiences AIS No
7 Restart after receiving the PGM-FI Idle Stop Software Update.

8 36. The remedy, which through the Settlement will be immediately
9 available to Settlement Class Members, is the replacement of the defective starter
10 motors with improved Replacement Starters that were specifically reformulated and
11 manufactured to provide sufficient starting torque and eliminate the potential for AIS
12 No-Restart (“A53 Starter”). The allegedly defective starters that gave rise to the
13 Service Bulletins, as well as the A53 Starter, were the subject of intense scrutiny,
14 through voluminous formal discovery and thorough testing and analysis by Plaintiffs’
15 automotive expert. After testing the defective starters and their components, the
16 automotive expert concluded that the defective starters were susceptible to increased
17 degradation and loss of starting torque, which in turn causes AIS No-Restart. With
18 thorough knowledge of the defect, Plaintiffs’ automotive expert also conducted
19 extensive testing and analysis of the A53 Starter, and determined they were
20 sufficiently robust components capable of functioning properly in their operating
21 environment and thus could be expected to function as intended.

22 37. The Amended Service Bulletins for the Warranty Period and Extended
23 Claims Period address Plaintiffs’ overarching concern in this litigation – to ensure
24 that the Class Vehicles operate as intended and drivers, passengers, and other vehicles
25 on the road will not be exposed to potentially unsafe conditions.

26 38. The experiences of Plaintiffs Brandon Derry, David Jew, Janice Stewart,
27 and Devron Elliot, among others, demonstrate the significance of this relief. All have
28 received the PGM-FI Idle Stop Software Update Software Update, but despite still

1 experiencing AIS No Restart, have been able to receive the A53 Starter under
2 Honda's extended warranty because of the inhibitory verification hurdle that is
3 written into Honda's current extended warranty program.

4 39. Under the Settlement, Class Members may submit claims for Out-of-
5 Pocket Costs incurred relating to the AIS feature in their Class Vehicles. Out-of-
6 Pocket Costs include expenses for the parts and labor costs associated with starter
7 replacement, starter relay replacement, valve adjustment, as well as towing expenses
8 (due to no restart issues).

9 40. As part of the Settlement, Honda will fund a Notice Plan designed to
10 reach Class Members with information about their rights and options under the
11 Settlement Agreement. SA § IV. This Notice Plan is described in detail in the
12 Settlement Agreement and in the Notice Plan. It includes direct Mailed Notice to all
13 known Class Members, and it is expected that the vast majority of Class Members
14 will have known addresses, as vehicle owners and lessees are required to register
15 their vehicles, and the Notice Administrator will be able to obtain addresses through
16 registration information. It also includes Emailed Notice and reminder notice to all
17 Class Members for which valid email addresses are available.

18 41. The Notice Plan also provides for a Settlement Website and toll-free
19 telephone that will provide settlement-related information to Class Members in
20 substantially the manner provided in the Notice Plan.

21 42. Honda will pay all expenses for the relief provided in the Settlement
22 Agreement and all costs incurred in providing Class Notice.

23 **III. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

24 43. Plaintiffs and Honda have not discussed the issue of reasonable
25 attorneys' fees, reimbursement of litigation expenses, or service awards to the Class
26 Representatives. Prior to the Final Approval Hearing, Class Counsel will move the
27 Court for an award of attorney fees, reimbursement of their litigation costs, and Class
28 Representative Service Awards. Any amounts paid, subject to Court approval, shall

1 be paid separate and apart from the benefits made available under the Settlement.
2 Honda retains the right to oppose Plaintiffs' application for all such fees, costs, and
3 awards.

4 44. Class Counsel will apply to the Court for an award of attorneys' fees in
5 an amount not to exceed Forty Million Dollars (\$40,000,000.00), and reimbursement
6 of Plaintiffs' Counsel's reasonable out-of-pocket expenses.

7 45. As of May 2, 2025, Plaintiffs' Counsel have expended over 12,789
8 hours of work investigating, researching, analyzing, and briefing the many complex
9 factual and legal issues presented in this case, conducting substantial formal
10 discovery, including the depositions of twenty-four (24) named Plaintiffs, Honda's
11 corporate representatives, ten (10) current and former employees of Honda, and
12 significant, expert discovery which was highly contested.

13 46. Based on our customary rates in this type of litigation, Plaintiffs'
14 Counsels' lodestar value, as of May 2, 2025, is \$11,748,525.25, at current rates. The
15 lodestar of each firm is set forth in the attached summary charts. *See* Lodestar
16 Summary of Hours By Task and By Attorney, attached hereto as Exhibits A and B.

17 47. As of May 2, 2025, Plaintiffs' Counsel has also incurred \$782,268.99 in
18 costs and expenses in connection with this litigation. *See* Exhibit C.

19 48. We believe our efforts were well organized and efficiently managed—
20 indeed, Plaintiffs' Counsel had no incentive to do otherwise as this is a contingency
21 matter. Each hour and dollar Plaintiffs' Counsel devoted to this case was at risk and
22 indeed, is still at risk, until the Court grants final approval and determines the award
23 to Counsel.

24 49. Class Counsel expects to incur, at least, an additional \$500,000 in
25 attorneys' fees and an additional \$200,000 in expenses on this litigation through
26 preliminary approval, final approval, and any appeals thereto.

27 50. Class Counsel, on behalf of Plaintiffs, will also seek reasonable Service
28 Awards of up to Seven Thousand Five Hundred Dollars (\$7,500) for each of the Class

1 Representatives for their service in this litigation. Each Class Representative spent
2 substantial time and effort pursuing the litigation and the interests of the Class
3 Members. The proposed Class Representatives estimate they have each spent
4 approximately 50 hours throughout this litigation.

5 51. The Class Representatives each endorse the Settlement and Class
6 Counsel's forthcoming application motion for attorneys' fees, reimbursement of
7 litigation expenses, and service awards.

8 **IV. QUALIFICATIONS OF CLASS COUNSEL**

9 52. I, H. Clay Barnett, III, have more than 17 years of experience litigating
10 complex cases on behalf of consumers and businesses in both individual and class
11 actions. My experience in automotive defect litigation includes having developed and
12 filed over fifteen automotive defect class actions and trying one to a jury verdict. My
13 team, serving as lead class counsel, have developed and successfully settled the
14 following class cases: *Simerlein v. Toyota Motor Corp., et al.*, No. 3:17-CV-01091-
15 VAB (D. Conn.) (\$40 million settlement); *Cheng, et al. v. Toyota Motor Corp., et*
16 *al.*, No. 1:20-cv-00629-WFK-JRC (E.D.N.Y.) (\$287 million settlement); *Cohen v.*
17 *Subaru Corp.*, No. 1:20-cv-08442-JHR (D.N.J.) (\$380 million settlement); *Townsend*
18 *Vance, et al. v. Mazda Motor of America, Inc., et al.*; No. 8:21-cv-01890-CJC-KES
19 (C.D. Cal.) (\$172 million settlement); *In re Hyundai and Kia Engine Litig., II*, No.
20 18-cv-02223-JLS-JDE (C.D. Cal.) (\$200 million settlement). I am co-lead class
21 counsel in *Siqueiros v. General Motors LLC*, No. 16-cv-07244-EMC (N.D. Cal.),
22 which recently settled for \$150 million after Beasley Allen and DiCello Levitt
23 successfully litigated the case to a jury verdict for three certified classes. *Hampton v.*
24 *Gen. Motors LLC*, No. 6:21-cv-00250-KEW (E.D. Okla.) is a companion case to
25 *Siqueiros* that my firm and DiCello Levitt also recently settled for \$25 million. I
26 currently represent plaintiffs and putative class members in the following automotive
27 defect class actions pending across the country: *Fisher, et al. v. FCA US LLC*, No.
28 23-cv-10426-MFL-EAS (E.D. Mich.); *Leon, et al. v Honda Motor Co., Ltd. et al.*,

1 No. 2:24-cv-07872 (C.D. Cal.); *Bissell, et al. v. Honda Motor Co., Inc., et al.*, No.
2 3:24-cv-02286-AHB-MMP (S.D. Cal.); *Oliver, et al. v. Honda Motor Co., Inc., et*
3 *al.*, No. 20-cv-00666-MHH (N.D. Al.); *Syed v. Toyota Motor Sales U.S.A., Inc, et*
4 *al.*, No. 5:24-cv-01963-CV-SP (C.D. Cal.); *In re Nissan N. A. Inc., Litig.*, No. 4:18-
5 cv-07292-HSG (M.D. Tenn.); *White, et al. v. FCA US LLC*, No. 21-cv-11696-SDK-
6 DRG (E.D. Mich.); *Johnson, et al. v. Gen. Motors LLC*, No. 22-cv-11548-DPH-APP
7 (E.D. Mich.); *Rose, et al. v. Ferrari N. A., Inc., et al.*, No. 21-cv-20772-JKS-CLW
8 (D.N.J.); *In re ARC Airbag Inflators Prods. Liab. Litig.*, No. 1:22-md-03051-ELR
9 (N.D. Ga.); *In re ZF-TRW Airbag Control Units Prods. Liab. Litig.*, MDL No. 2905;
10 and *Milstead, et al. v. Gen. Motors LLC, et al.*, No. 21-cv-06338-JST (N.D. Cal.). A
11 copy of Beasley Allen's Firm Resume is attached hereto as Exhibit D.

12 53. I, Adam J. Levitt, am a founding partner of DiCello Levitt and have
13 more than 30 years of experience litigating complex cases on behalf of consumers
14 and businesses in both individual and class actions. My experience in automotive
15 products litigation includes having been appointed to lead counsel or to other
16 leadership positions in: *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, &*
17 *Prods. Liab. Litig.*, MDL No. 2672 (N.D. Cal.); *Sowa v. Mercedes-Benz USA, LLC*,
18 No. 1:23-cv-00636-SEG (N.D. Ga.); *In re Navistar MaxxForce Engines Mktg., Sales*
19 *Practices, & Prods. Liab. Litig.*, No. 1:14-cv-10318-JBG (N.D. Ill.); *In re Nissan*
20 *N.A., Inc. Litig.*, No. 3:19-cv-00843 (M.D. Tenn); *Simerlein v. Toyota Motor Corp.*,
21 No. 3:17-CV-01091-VAB (D. Conn.); *In re Gen. Motors LLC Ignition Switch Litig.*,
22 MDL No. 2543 (S.D.N.Y.); and *In re MyFord Touch Consumer Litig.*, No. 3:13-cv-
23 03072-EMC-TSH (N.D. Cal.). I am co-lead class counsel in *Siqueiros v. General*
24 *Motors LLC*, No. 16-cv-07244-EMC (N.D. Cal.), which recently settled for \$150
25 million after Beasley Allen and DiCello Levitt successfully litigated the case to a jury
26 verdict for three certified classes. *Hampton v. Gen. Motors LLC*, No. 6:21-cv-00250-
27 KEW (E.D. Okla.) is a companion case to *Siqueiros* that my firm and Beasley Allen
28 also recently settled for \$25 million. I have also successfully represented the State of

1 New Mexico in cases involving automobile defects and deceptive marketing,
2 including *New Mexico v. Volkswagen Grp. of Am., Inc.*, No. D-101-CV-2016-00131
3 (Santa Fe Cnty., N.M.); and *New Mexico ex rel. Balderas v. Takata Corp.*, No. D-
4 101-CV-2017-00176 (Santa Fe Cnty., N.M.). A copy of DiCello Levitt's resume is
5 attached hereto as Exhibit E.

6 54. I, Andrew T. Traylor, am the founder of Andrew T. Traylor, P.A., a
7 focused multi-practice firm located in Miami, Florida. My practice concentrates on
8 complex commercial litigation, class actions, aviation crash litigation, insurance
9 claims, construction disputes, catastrophic injury and wrongful death related matters
10 for both plaintiffs and defendants. The firm does appellate work and ADR. I initiated
11 the Action and the investigation of it and have spent a significant amount of time and
12 resources litigating it, including the drafting of pleadings, undertaking discovery,
13 reviewing many of the 35,163 documents and files produced by Honda, attending
14 nearly all in-Court hearings, attending hearings before the magistrate, preparing for
15 and defending multiple depositions of Class Plaintiffs, attending expert depositions,
16 and deposing one of Honda's witnesses. A copy of Andrew T. Traylor, P.A.'s Firm
17 Resume is attached hereto as Exhibit F.

18 55. Class Counsel have been involved in this litigation since its
19 investigation phase, through discovery, class certification and settlement.

20 56. Class Counsel are well positioned to assess the benefits of the proposed
21 Settlement and do hereby fully endorse it as fair, reasonable, and adequate.

22 57. We declare under penalty of perjury that the foregoing is true and
23 correct.

24 DATED: May 12, 2025

Respectfully submitted,

25
26 /s/ H. Clay Barnett, III

H. Clay Barnett, III (*pro hac vice*)

27 **BEASLEY, ALLEN, CROW,**

28 **METHVIN, PORTIS & MILES, P.C.**

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