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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 MELISSA  
HOWELL IN SUPPORT OF FINAL  
APPROVAL**

1 I, Melissa Howell, 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 March 2019, I purchased a 2019 Honda Pilot in Norfolk,  
7 Virginia.

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 disposed of the  
10 vehicle, as discussed below.

11 4. Prior to the filing of the Second Amended Complaint in this action,  
12 I contacted Class Counsel regarding the AIS No-Restart defect, and I retained  
13 Class Counsel to represent me in this case. I agreed to act as a representative  
14 plaintiff in a class action litigation, with the understanding that I agreed to act in  
15 the best 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 13, 2024,  
4 testifying in a deposition, conducted by Honda's counsel, lasting approximately 4  
5 hours.

6           8.       I estimate that I have spent approximately 48 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 Checkered Flag Honda refused to provide me with a free  
22 starter replacement because they stated that they must first verify the defect.

23          12.       I continued to experience the AIS No-Restart defect until June  
24 2025, when my vehicle was totaled in a collision accident (unrelated to the AIS  
25 No-Restart defect).

26          13.       I understand that under the Settlement, Class Counsel will request  
27 that the Court award each Class Representative, including myself, an incentive  
28 award of \$7,500.


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

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

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

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

15  
16 Dated: 03 / 20 / 2026

17 By:   
18 \_\_\_\_\_  
19 Melissa Howell

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