# UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA WESTERN DIVISION

Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, or 2020-2021 Honda Ridgeline equipped with a NP0 engine, nine-speed automatic transmission, and the Automatic Idle Stop Feature, you may be entitled to benefits and your rights may be affected by a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

Para una notificación en español, visite www.AutoIdleStopSettlement.com

#### PLEASE READ THIS NOTICE CAREFULLY

- A proposed settlement has been preliminarily approved by the Court in a class action lawsuit against American Honda Motor Co., Inc. ("Honda") concerning certain Honda and Acura vehicles equipped with the Auto Idle Stop feature ("AIS"). The lawsuit is called *In re Honda Idle Stop Litigation*, Case No. 2:22-cv-04252-MCS-SK (C.D. Cal.). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.
- You are a Settlement Class Member if you purchased or leased a model year 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, or 2020-2021 Honda Ridgeline vehicle sold or leased in the United States equipped with a NP0 engine, nine-speed automatic transmission, and equipped with the AIS feature ("Class Vehicles").
- The Settlement offers several benefits as detailed below. Please review the answer to Question 8 below closely. Settlement details, including the Class Action Settlement Agreement and Release ("Settlement Agreement"), can be found at <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>.
- Please read this Notice carefully. Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check <a href="www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a> regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit www.AutoIdleStopSettlement.com or call 888-888-3082.

YOUR LEGAL RIGHTS AND OPTIONS					
PARTICIPATE IN THE SETTLEMENT	<ul> <li>Receive the benefits available under the Settlement, including by filing a Claim for past Out-of-Pocket Costs.</li> <li>Be bound by the Settlement terms.</li> <li>Give up your right to sue separately for the claims in this case.</li> </ul>	If you have a Claim for past Out-of-Pocket Costs, send the claim electronically or Postmark no later than 90 days after the date of entry of the Final Approval Order. The Final Approval Order may be entered as early as October 20, 2025.			
EXCLUDE YOURSELF ("OPT OUT")	<ul> <li>Remove yourself from the Settlement Class.</li> <li>Get no benefits available under the Settlement.</li> <li>Keep your right to sue or continue to sue Honda separately for the same legal claims in this case.</li> </ul>	Postmark no later than September 12, 2025.			
OBJECT	<ul> <li>Tell the Court you do not like the Settlement or Class Counsels' request for fees and costs, or class representative service awards, and the reasons why.</li> <li>You will remain in the Settlement Class and be bound by the Settlement Agreement if the Settlement is approved by the Court.</li> <li>You cannot exclude yourself from the Settlement and also object to the Settlement.</li> </ul>	File electronically or Postmark no later than September 12, 2025.			
ATTEND THE FINAL APPROVAL HEARING	Ask to speak to the Court about the Settlement. If you want your own attorney to represent you, you must pay for your attorney yourself.	File Notice of Intention to Appear by September 12, 2025.			
DO NOTHING	<ul> <li>Stay in the Settlement Class but receive no payment. Where applicable, receive the other benefits available under the Settlement.</li> <li>Give up your right to sue or continue to sue Honda separately for the same legal claims in this case.</li> </ul>				

# **TABLE OF CONTENTS**

BACK	GROUND INFORMATION	4	
1.	Why am I getting this Notice?	4	
2.	What is this lawsuit about?	4	
3.	What vehicles are included in the Settlement?	4	
4.	What is a class action and who is involved?	4	
5.	Why is there a Settlement?	5	
WHO	IS IN THE CLASS	5	
6.	Am I in the Settlement Class?	5	
7.	I am still not sure if I am included.		
SETTI	LEMENT BENEFITS	5	
8.	What benefits does the Settlement provide?	5	
9.	What am I giving up to get a payment or stay in the Settlement?		
HOW	TO GET PAYMENT	7	
10.	How can I get a payment?	7	
11.	When will I get my payment?	7	
EXCL	UDING YOURSELF FROM THE SETTLEMENT	8	
12.	How do I get out of the Settlement?	8	
13.	If I don't exclude myself, can I sue the Defendant for the same thing later?	8	
14.	If I exclude myself, can I still get the Settlement Benefits?	8	
THE A	ATTORNEYS REPRESENTING YOU	9	
15.	Do I have lawyers in this case?	9	
16.	How will these lawyers get paid?	9	
17.	Should I get my own lawyer?	10	
OBJE	CTING TO THE SETTLEMENT	10	
18.	How do I tell the Court if I do not like the Settlement?	10	
19.	What is the difference between objecting to the Settlement versus opting out (excluding) from		
	the Settlement?		
	FINAL APPROVAL HEARING		
20.	When and where will the Court decide whether to approve the Settlement?		
21.	Do I have to come to the Final Approval Hearing?		
22.	May I speak at the hearing?		
	U DO NOTHING		
23.	What happens if I do nothing?		
GETT	ING MORE INFORMATION		
24.	How do I get more information?	12	

### **BACKGROUND INFORMATION**

# 1. Why am I getting this Notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit, the benefits of the Settlement, and about your options, before the Court decides whether to approve the Settlement.

Judge Mark C. Scarsi of the United States District Court for the Central District of California is overseeing this lawsuit. The lawsuit is known as *In re Honda Idle Stop Litigation*, and the case number is 2:22-cv-04252-MCS-SK (the lawsuit is also sometimes referred to as *Bolooki et al. v. American Honda Motor Co., Inc.*). The individuals who filed this lawsuit, and are appointed as Class Representatives, Kevin Bishop, Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas, Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew, Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary, Sadia Durrani, Abby O'Neill, Latasha Ransome, and Ali Qureshi, are called Plaintiffs, and the company that was sued, American Honda Motor Co., Inc. ("Honda") is called the Defendant.

You may be part of this class action lawsuit if you purchased or leased a Class Vehicle in the United States. This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact the Court. All questions should be directed at the Settlement Administrator, identified below.

# 2. What is this lawsuit about?

This case involves claims arising from Plaintiffs' purchases or leases of certain Honda or Acura vehicles with the Auto Idle Stop feature. Plaintiffs allege that the Auto Idle Stop feature in the Class Vehicles is defective because the engine may not automatically restart when a driver releases the brake pedal, which can leave the vehicle temporarily undrivable ("AIS No Restart"). Plaintiffs further allege that Honda was aware of the alleged defect. Plaintiffs seek to recover economic damages they claim arise from the purchase or lease of the vehicles. Honda denies any wrongdoing or liability for the alleged claims. Honda also denies that the Auto Idle Stop feature is defective and contends that a software update and a warranty extension it has made available for the Class Vehicles addresses any potential Auto Idle Stop issue. You can read the class action complaint and find more details about the case at www.AutoIdleStopSettlement.com.

This Settlement does not involve claims for personal injury, wrongful death, or damage to other physical property (if any) arising from the Class Vehicles.

### 3. What vehicles are included in the Settlement?

All 2015-2020 Acura TLX, 2016-2020 Acura MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda Ridgeline vehicles sold or leased in the United States equipped with a NP0 engine, nine-speed automatic transmission, and equipped with the Auto Idle Stop feature. These are called the Class Vehicles. Any vehicle that has already received a starter motor assembly replacement with the "A53" starter motor assembly for free under warranty is not a "Class Vehicle" except for purposes of submitting a Claim for reimbursement of "Out-of-Pocket Costs" as defined herein.

# 4. What is a class action and who is involved?

In a class action lawsuit, people called the "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representatives have sued (in this case Honda) is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

# 5. Why is there a Settlement?

Both sides in the lawsuit, with the assistance of a neutral and experienced mediator, agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement does not mean that Honda broke any laws or did anything wrong, and the Court did not decide which side was right. This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (Class Counsel) believe that the Settlement is in the best interests of all Class Members and is fair, reasonable, and adequate.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs. The Settlement Agreement will be available on <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>.

#### WHO IS IN THE CLASS

#### 6. Am I in the Settlement Class?

The Settlement Class consists of all persons who purchased or leased a Class Vehicle.

Excluded from the Class are (1) American Honda Motor Co., Inc. (AHM), its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) insurers of the Class Vehicles; (3) all persons and/or entities claiming to be subrogated to the rights of Class Members; (4) insurers and financiers of Class Vehicles, financers of Class Vehicles, or providers of extended vehicle warranties or extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) individuals or businesses that have purchased Class Vehicles previously deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle who previously have released their claims against AHM with respect to the issues raised in the Litigation; and (8) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children).

# 7. I am still not sure if I am included.

If you are still not sure whether you are a member of the Class, you can get help at <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>, by calling (888) 888-3082, or by calling Class Counsel at the phone numbers below. Do not call the Court.

#### SETTLEMENT BENEFITS

### 8. What benefits does the Settlement provide?

If you are a Class Member, what you are eligible to receive depends on several factors. The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website. The Court still has to decide whether to finally approve the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a> regularly for updates regarding the settlement.

Please note that you may have to take action within certain deadlines to receive certain benefits, such as completing and submitting a Claim form for reimbursement of eligible out-of-pocket expenses. If you do nothing, you may not receive certain benefits from the Settlement, and, as a Class Member, you will not be able to sue Honda about the issues in the lawsuit.

The following benefits are available under the Settlement:

- 1) Amendment to AIS Repair Procedure in Service Bulletins: Honda is amending the repair procedure in the following AIS service bulletins it sent to dealers to eliminate AIS symptom verification as a condition to receiving the repair available under the AIS service bulletins:
  - a. Acura Service Bulletin 22-009 (2015-2020 TLX);
  - b. Acura Service Bulletin 23-002 (2016-2020 MDX); and
  - c. Honda Service Bulletin 23-009 (2019-21 Passport; 2016-2021 Pilot; 2020-2021 Ridgeline)

If your Class Vehicle requires a repair for AIS No Restart during the Warranty Period (the 10-year AIS warranty extension from the original date of purchase that Honda previously provided) or during the Extended Claims Period (applies to 2015 and 2016 model year Class Vehicles (*see below*)), please visit an Authorized Acura Dealership or Authorized Honda Dealership, as applicable. Under this Settlement, if your Class Vehicle has already received a software update, the dealership cannot require that they verify the AIS symptom is present in your vehicle for a free starter replacement during the Warranty Period or Extended Claims Period.

- 2) **Reimbursement of Out-of-Pocket Costs:** As part of the Settlement, Honda will reimburse you if you make a Claim for Out-of-Pocket Costs.
  - a. You may submit a Claim for costs you reasonably incurred prior to this Class Notice relating to AIS No-Restart ("Past Out-of-Pocket Costs") for part and labor costs associated with starter replacement, starter relay replacement, and valve adjustment as previously reimbursable under the Warranty Period, as well as towing expenses (if any).
  - b. You may submit a Claim for costs you may reasonably incur in the future (during the Warranty Period or the Extended Claim Period, as applicable) due to AIS No-Restart issues ("Future Outof-Pocket Costs"), and that are not otherwise covered by the Warranty Period or Extended Claim Period (for example, towing expenses due to no-restart issues are included; battery replacement expenses/loaner car costs, etc. are not). Part and labor costs for starter replacement for repairs done by repair facilities other than Authorized Acura Dealerships or Authorized Honda Dealerships *after* your receipt of this Class Notice are not eligible for reimbursement as Out-of-Pocket Costs.

The deadline to submit a Claim for Past Out-of-Pocket Costs is no later than ninety (90) days after the date of entry of the Final Approval Order ("Claim Deadline"). Claims for Future Out-of-Pocket Costs must be submitted not later than sixty (60) days after such Future Out-of-Pocket Costs are incurred.

Additional details about Claims, obtaining a Claim Form, what Out-of-Pocket Costs are eligible for reimbursement, and Required Documentation for Claims, and when payment for approved Claims will be made are available on the Settlement website, <a href="www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>.

- 3) Extended Claims Period 2015/2016 model year Class Vehicles: As part of this Settlement, Honda is implementing an Extended Claim Period for 2015 Acura TLX and 2016 Acura TLX, MDX, and Honda Pilot vehicles during which a free valve adjustment and starter replacement related to the AIS No-Restart condition may be performed under the Service Bulletins at an Authorized Acura Dealership or Authorized Honda Dealership.
  - a. For 2015 model year TLX vehicles, the Extended Claims Period is an additional twenty-four (24) month period after the expiration of the "Warranty Period" (which is an existing warranty coverage extension for valve adjustment and starter replacement related to AIS No-Restart and covers the 10 year period following the first retail sale or lease of the Class Vehicle as a new vehicle, as set forth in the Service Bulletins).

b. For 2016 model year Honda Pilot, Acura TLX, and Acura MDX vehicles, the Extended Claims Period is an additional eighteen (18) month period after the expiration of the Warranty Period.

# 9. What am I giving up to get a payment or stay in the Settlement?

If you are a Settlement Class Member, unless you exclude yourself from the Settlement, you cannot sue or continue to sue Honda about the claims released in this Settlement. It also means that all the Court's decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>. You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

#### **HOW TO GET PAYMENT**

# 10. How can I get a payment?

To receive a payment for an Out-of-Pocket Cost incurred prior to this Class Notice, Settlement Class Members must complete and submit a timely Claim Form with Required Documentation (all as detailed on the Claim Form). The Claim Form can be obtained online at <a href="www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a> or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms and applicable proof must be submitted to the Settlement Administrator electronically or postmarked no later than ninety (90) days after the date of entry of the Final Approval Order ("Claim Deadline").

# In re Idle Stop Litigation Claims Administration PO Box 2718 Torrance, CA 90509

Via Web: www.AutoIdleStopSettlement.com

Via Email: am AHM claims administration@ahm.honda.com

If you do not submit a valid Claim Form for costs incurred prior to this Class Notice by **the Claim Deadline**, you may not receive a payment, but you will be bound by the Court's judgment.

For Out-of-Pocket Costs incurred after this Class Notice, Settlement Class Members must submit a Claim with Required Documentation at the addresses above not later than sixty (60) days after such Out-of-Pocket Costs are incurred. Details as to what Out-of-Pocket Costs are eligible for reimbursement and Required Documentation are noted in the Claim Form and in the Settlement Agreement, available at <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>.

# 11. When will I get my payment?

Payments for Claims for Out-of-Pocket Costs incurred prior to Class Notice will be paid sixty (60) days after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

Payments for Claims for Out-of-Pocket Costs incurred after the Class Notice will be made by the later of the sixty (60) days after the Court grants "final approval" to the Settlement and after all appeals are resolved (if any) or sixty (60) days after such post-Class Notice Claims are submitted (if submitted after final approval).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

# 12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a valid written request saying that you want to be excluded from the Settlement. Your request must include the following:

- Your full name, current residential address, mailing address (if different), telephone number, and email address;
- Identify the case name and number (*In re Idle Stop Litigation*, Case No. 22-cv-04252-MCS-SK);
- Identify the make, model, model year, Vehicle Identification Number (VIN), and mileage of your vehicle and the approximate date(s) of purchase or lease;
- Clearly state that you wish to be excluded from the Settlement and the Class; and
- Provide a dated, handwritten signature or an electronic signature (if submitting electronically) as the case may be. An attorney's signature is not sufficient.

You can't ask to be excluded from the Settlement over the phone. You **must** either (a) electronically submit your exclusion request on the Settlement Website no later than **September 12, 2025**, or (b) mail your letter with your exclusion request postmarked no later than **September 12, 2025** to:

# In re Idle Stop Litigation Claims Administration PO Box 2718 Torrance, CA 90509

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) Honda about the claims in this case. The deadlines found in this Notice may be changed by the Court. Please check <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a> regularly for updates regarding the Settlement.

IF YOU DO NOT EXCLUDE YOURSELF BY SEPTEMBER 12, 2025, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT.

### 13. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Honda for the claims that this Settlement resolves. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Honda about the issues in the lawsuit.

If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement. You will retain your right to separately assert any claims you may have against Honda. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

# 14. If I exclude myself, can I still get the Settlement Benefits?

No. If you exclude yourself, you will not get the Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement or submit a Claim Form asking for reimbursement for Out-of-Pocket costs.

Only request exclusion if you do NOT wish to participate in this Settlement, you do NOT wish to be bound any judgment in this case, and do NOT wish to share in any benefits provided by the Settlement.

#### THE ATTORNEYS REPRESENTING YOU

# 15. Do I have lawyers in this case?

Yes. The Court appointed three law firms to represent you and other Settlement Class Members as Class Counsel. Their contact information is as follows:

CLASS COUNSEL					
Adam J. Levitt John E. Tangren Daniel R. Ferri DICELLO LEVITT LLP Ten North Dearborn Street, Sixth Floor Chicago, Illinois 60602 Telephone: (312) 214-7900 ALevitt@DiCelloLevitt.com JTangren@DiCelloLevitt.com DFerri@DiCelloLevitt.com	Andrew T. Trailor ANDREW T. TRAILOR, P.A. 9990 Southwest 77 Avenue, PH 12 Miami, Florida, 33156 Telephone: (305) 668-6090 Andrew@ATTLawPA.com	H. Clay Barnett, III W. Daniel "Dee" Miles, III J. Mitch Williams Dylan T. Martin Trent H. Mann BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES, P.C. 272 Commerce Street Montgomery, Alabama 36104 Telephone: (334) 269-2343 Clay.Barnett@BeasleyAllen.com Dee.Miles@BeasleyAllen.com Mitch.Williams@BeasleyAllen.com Dylan.Martin@BeasleyAllen.com Trent.Mann@BeasleyAllen.com			

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Defendant has its own attorneys. The attorneys representing Defendant are:

#### **DEFENDANT'S COUNSEL**

Eric Kizirian Zourik Zarifian

# LEWIS BRISBOIS BISGAARD & SMITH, LLP

633 W. 5<sup>th</sup> Street
Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800
Eric.Kizirian@LewisBrisbois.com
Zourik.Zarifian@LewisBrisbois.com

### 16. How will these lawyers get paid?

The Parties have not reached any agreement on attorneys' fees, costs, or service awards. Honda will pay attorneys' fees and expense reimbursements to Class Counsel ("Class Counsel Fees and Expenses") and service awards to named Plaintiffs ("Class Representative Service Awards" or "Service Awards") separate and apart from any relief provided to the Settlement Class. Under no circumstances will Honda's payment of Class Counsel's Fees and Expenses and Class Representative Service Awards reduce your Settlement benefits.

Class Counsel will apply to the Court for an order awarding: (1) Class Counsel attorneys' fees in an amount not to exceed \$35,250,000.00; (2) reimbursement of Class Counsel's expenses in an amount not to exceed \$1,150,000.00; and (3) Service Awards to the Class Representatives in the amount of \$7,500.00 each, for their time and effort spent representing the Class Members in this lawsuit. Honda reserves the right to and may oppose the fees and costs application in terms of the amount sought, or the amount sought for Service Awards to the Class Representatives.

The Court must approve the request for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards. The Court may award amounts different than what Class Counsel seek. Class Counsel will file the motion for Attorneys' Fees, Costs and Expenses and the request for Class Representative service awards with the Court, which will then be posted on the Settlement Website. Please check <a href="https://www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a>, for updates.

# 17. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Honda because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

# **OBJECTING TO THE SETTLEMENT**

### 18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the proposed Settlement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards.

For an objection to be considered by the Court, the objection must be either be filed electronically with the Court or sent by mail to the Clerk of the Court and the Settlement Administrator not later than **September 12, 2025**. If you want to mail your objection to the Court and the Settlement Administrator, you must send your objection to *both* of the addresses below:

CLERK OF THE COURT	SETTLEMENT ADMINISTRATOR
Office of the Clerk United States District Court Central District of California 350 W 1st Street, Suite 4311 Los Angeles, CA 90012	In re Idle Stop Litigation Claims Administration PO Box 2718 Torrance, CA 90509

To be valid, your objection must include the following: (a) the case name and number of the Action; (b) the objector's full name, current residential address, mailing address (if different), telephone number, and email address; (c) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the make, model, model year, VIN(s), and mileage of the Class Vehicle(s), and whether the Class Vehicle is currently owned or currently leased by the Settlement Class Member; (d) documentation sufficient to establish membership in the Settlement Class; (e) whether the objection applies only to the objector, to a specific subset of the Settlement Class or to the entire Settlement Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection; (f) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and

appellate courts in each listed case; (g) the full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees and Costs; (h) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (i) the number of times the objector's counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal; (j) if the Settlement Class Member or his or her counsel have not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection; (k) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (l) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (m) the objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

If you fail to comply with the above requirements for stating a valid objection, you will waive any rights you may have to appear separately and object to the Settlement, and will be bound by the terms of this Settlement, the Release, and the Court's judgment.

# 19. What is the difference between objecting to the Settlement versus opting out (excluding) from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you object to the Settlement, you are bound by the release in the Settlement. If you exclude yourself (opt out), you keep your rights and are not bound by the release in the Settlement.

### THE FINAL APPROVAL HEARING

#### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on October 20, 2025 at 9:00 a.m. Pacific, at the United States District Court, Central District of California, 350 W. 1st Street, Courtroom 7C, 7th Floor, Los Angeles, CA 90012. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel's Fees and Expenses, and grant Class Representative Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check www.AutoIdleStopSettlement.com for updates.

# 21. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Defendant will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

# 22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name, address, and telephone

number, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and Defendant's Counsel at the addresses in Question 15 on or before September 12, 2025.

#### IF YOU DO NOTHING

# 23. What happens if I do nothing?

If you do nothing, you will not get a payment for any Out-of-Pocket Costs from the Settlement. But the Extended Claim Period (if applicable to you) will be automatically added to your car. Your vehicle will also be subject to the repair procedure set forth in the Service Bulletins should you need a repair at an Authorized Honda Dealership or Authorized Acura Dealership (as applicable). Under this Settlement, if your Class Vehicle has already received a software update, the dealership cannot require that they verify the AIS symptom is present in your vehicle for a free starter replacement during the Warranty Period or Extended Claims Period.

Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Honda about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

# **GETTING MORE INFORMATION**

# 24. How do I get more information?

This Notice summarizes the Settlement, the Settlement Class and the nature of the litigation. For more information, you may contact Class Counsel or the Settlement Administrator using the contact information below. You may also visit the Settlement website at <a href="www.AutoIdleStopSettlement.com">www.AutoIdleStopSettlement.com</a> or access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.cacd.uscourts.gov">https://ecf.cacd.uscourts.gov</a>; or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit www.AutoIdleStopSettlement.com or call 888-888-3082.

# APPENDIX A

#### RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

- A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action, including unknown claims, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity (including any claims under the "lemon laws" of the fifty (50) U.S. states and the Magnusson-Moss Warranty Act), that arise out of, relate to, or in any way concern AIS No-Restart in the Class Vehicles, except as set forth in Paragraph C below. Without assuming the Release given by this Settlement Agreement is a general release, Plaintiffs and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying judgment, Plaintiffs and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.
- **B.** The Plaintiffs and Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, and any similar federal or state law. Section 1542 of the California 34 Case 2:22-cv-04252-MCS-SK Document 246 Filed 05/12/25 Page 38 of 46 Page ID #:17424 Civil Code provides: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the released party."
- C. This Settlement Agreement does not affect the rights of Settlement Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for death, personal injury, or damage to tangible property other than to the Class Vehicles, or claims for subrogation.
- **D.** Notwithstanding the foregoing, the Release does not include any claims that other current plaintiffs have brought in this Action who are not a party to this Agreement, including but not limited to the claims of individual Plaintiffs Drew Taranto and Etinosa O'Basuyi.
- **E.** Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Settlement Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendant and Released Parties.