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NOTE CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE HONDA IDLE STOP
LITIGATION

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

**FINAL ORDER APPROVING
CLASS ACTION SETTLEMENT
AND CERTIFYING SETTLEMENT
CLASS (ECF No. 276)**

1 WHEREAS, the Court, having considered the Settlement Agreement filed
2 with the Court, between and among Class Representatives, through Class Counsel,
3 and Defendant American Honda Motor Co., Inc. (“AHM” or “Defendant”), the
4 Court’s June 9, 2025 Order Granting Preliminary Approval of Class Action
5 Settlement, Conditionally Certifying the Settlement Class, Directing Notice to the
6 Class, and Scheduling Final Approval Hearing (the “Preliminary Approval
7 Order”), having held a Final Approval Hearing on May 18, 2026, and having
8 considered all of the submissions and arguments with respect to the Settlement
9 Agreement and related documents and exhibits, and otherwise being fully
10 informed, and good cause appearing therefore (all capitalized terms as defined in
11 the Settlement Agreement);

12 **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. This Final Order Approving Class Action Settlement and Certifying
14 Settlement Class (“Final Order”) incorporates herein and makes a part hereof, the
15 Settlement Agreement and its exhibits, and the Preliminary Approval Order.
16 Unless otherwise provided herein, the terms defined in the Settlement Agreement
17 and Preliminary Approval Order shall have the same meanings for purposes of this
18 Final Order and accompanying Judgment.

19 2. The Court has personal jurisdiction over all parties in the Action,
20 including, but not limited to all Class Members, and has subject matter jurisdiction
21 over the Action, including, without limitation, jurisdiction to approve the
22 Settlement Agreement, grant final certification of the Class, settle and release all
23 claims released in the Settlement Agreement, and dismiss the Action with
24 prejudice and enter final judgment in each Action. Further, venue is proper in this
25 Court, pursuant to 28 U.S.C. §§ 1331, 1332, 1391.

THE SETTLEMENT CLASS

3. Based on the record before the Court, including all submissions in support of the settlement set forth in the Settlement Agreement, objections and responses thereto and all prior proceedings in the Action, as well as the Settlement Agreement itself and its related documents and exhibits, the Court hereby confirms the certification of the following nationwide Class (the “Class”) for settlement purposes only:

[A]ll individuals or legal entities who own or owned, purchase(d) or lease(d) Class Vehicles in any of the fifty States. Excluded from the Class are (1) AHM, its related entities, parent companies, subsidiaries and affiliates, and their respective officers, directors, and employees; (2) insurers or financiers of the Class Vehicles; (3) all persons and/or entities claiming to be subrogated to the rights of Class Members; (4) issuers 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 all 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).

“Class Vehicles” means 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 (“AIS”) feature. 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”.

1 “Service Bulletins” means Acura service bulletins 22-009 (2015-2020 TLX)
2 and 23-002 (2016-2020 MDX), and Honda service bulletin 23-009 (2019-21
3 Passport; 2016-2021 Pilot; 2020-21 Ridgeline), individually or collectively.

4 4. The Court finds that only those persons/entities/organizations listed
5 on ~~Appendix ___ to this Final Order~~ **Exhibit A to the Declaration of Britanie**
6 **Baker (ECF No. 279-2)** have timely and properly excluded themselves from the
7 Class and, therefore, are not bound by this Final Order or the accompanying
8 Judgment.

9 5. The Court confirms, for settlement purposes and conditioned upon
10 the entry of this Final Order and accompanying Judgment and upon occurrence of
11 the Effective Date, that the Class meets all the applicable requirements of Fed. R.
12 Civ. P. 23(a) and (b)(3):

13 (a) Numerosity: The Class, which is ascertainable from
14 Defendant’s records as well as from other objective criteria, consists of current
15 and former owners and lessees of more than 680,000 Class Vehicles located
16 throughout the United States and satisfies the numerosity requirement of Fed. R.
17 Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into
18 one suit would be impracticable. *See Californians for Disability Rts., Inc. v. Cal.*
19 *Dep’t of Transp.*, 249 F.R.D. 334, 346 (N.D. Cal. 2008) (“While there is no bright-
20 line rule as to how many class members are required to be sufficiently numerous,
21 various courts have found that the numerosity factor is satisfied if the class
22 comprises 40 or more members”) (citing *Consol. Rail Corp. v. Town of Hyde*
23 *Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity
24 requirement is met.

25 (b) Commonality: The commonality requirement of Rule 23(a)(2)
26 is satisfied for settlement purposes because there are questions of law and fact that
27 center on the manufacturing and sale of Class Vehicles as alleged and/or described
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1 in the Fifth Consolidated Amended Complaint, which are common to the Class.
2 *See Jiminez v. Allstate Ins. Co.*, 765 F.3d 1161, 1168 (9th Cir. 2014) (recognizing
3 “the existence of a ‘single, central, common issue of liability’ [i]s sufficient to
4 support class certification.”).

5 (c) Typicality: The Settlement Class Representatives’ claims are
6 typical of the other Settlement Class Members’ claims for purposes of Settlement
7 because they concern the same alleged conduct, arise from the same legal theories,
8 and allege the same types of harm and entitlement to relief. *See Just Film, Inc. v.*
9 *Buono*, 847 F.3d 1108, 1118 (9th Cir. 2017) (“[I]t is sufficient for typicality if the
10 plaintiff endured a course of conduct directed against the class.”). Rule 23(a)(3) is
11 therefore satisfied.

12 (d) Adequacy: The Court confirms that the Settlement Class
13 Representatives will fairly and adequately protect the interests of the Settlement
14 Class in that: (i) the Class Representatives’ interests and the nature of claims
15 alleged are consistent with those of the members of the Settlement Class; (ii) there
16 appear to be no conflicts between or among the Settlement Class Representatives
17 and the Settlement Class; and (iii) the Settlement Class Representatives and the
18 members of the Settlement Class are represented by qualified, reputable counsel
19 who are experienced in preparing and prosecuting complex class actions. Rule
20 23(a)(4) is therefore satisfied.

21 (e) Predominance and Superiority: Rule 23(b)(3) is satisfied for
22 settlement purposes as well because the common legal and alleged factual issues
23 here predominate over individualized issues, and resolution of the common issues
24 for Settlement Class Members in a single, coordinated proceeding is superior to
25 individual lawsuits addressing the same legal and factual issues.

26 6. The designated Class Representatives are as follows: Kevin Bishop,
27 Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas,
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1 Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew,
2 Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary,
3 Sadia Durrani, Abby O’Neill, Latasha Ransome, and Ali Qureshi. The Court finds
4 that these Class Members have adequately represented the Class for purposes of
5 entering into and implementing the Settlement Agreement.

6 7. The Court confirms the appointment of following persons and entities
7 as Class Counsel:

8 H. Clay Barnett, III
9 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
10 218 Commerce Street
11 Montgomery, Alabama 36104
12 Tel.: (800) 898-2034
13 E-mail: Clay.Barnett@beasleyallen.com

14 Adam J. Levitt
15 DiCello Levitt, LLP
16 Ten North Dearborn Street, Sixth Floor
17 Chicago, Illinois 60602
18 Telephone: 312-214-7900
19 alevitt@dicellolevitt.com

20 Andrew Traylor
21 ANDREW T. TRAILOR, P.A.
22 9990 Southwest 77 Avenue, PH 12
23 Miami, Florida 33156
24 Telephone: 305-668-6090
25 andrew@attlawpa.com

26 8. In making all of the foregoing findings, the Court has exercised its
27 discretion in certifying the Class.

28 **NOTICE TO CLASS MEMBERS**

9. The record shows and the Court finds that the Class Notice has been
given to the Class in the manner approved by the Court in its Preliminary Approval
Order (ECF No. 249). The Court finds that such Class Notice: (i) is reasonable and
constitutes the best practicable notice to Class Members under the circumstances;

1 (ii) constitutes notice that was reasonably calculated, under the circumstances, to
2 apprise Class Members of the pendency of the Action and the terms of the
3 Settlement Agreement, their right to exclude themselves from the Class or to
4 object to all or any part of the Settlement Agreement, their right to appear at the
5 Final Approval Hearing (either on their own or through counsel hired at their own
6 expense) and the binding effect of the orders and Final Order and Judgment in the
7 Action, whether favorable or unfavorable, on all persons and entities who or which
8 do not exclude themselves from the Class; (iii) constitutes due, adequate, and
9 sufficient notice to all persons or entities entitled to receive notice; and (iv) fully
10 satisfied the requirements of the United States Constitution (including the Due
11 Process Clause), Fed. R. Civ. P. 23 and any other applicable law as well as
12 complying with the Federal Judicial Center’s illustrative class action notices.

13 10. The Court further finds that Defendant, through the Notice
14 Administrator, provided notice of the settlement to the appropriate state and
15 federal government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court
16 has given the appropriate state and federal government officials the requisite
17 ninety (90) day time period to comment or object to the Settlement Agreement
18 before entering its Final Order and Judgment.

19 **FINAL APPROVAL OF SETTLEMENT**

20 11. The Court finds that the Settlement Agreement resulted from
21 extensive arm’s length, good faith negotiations between Class Counsel and
22 Defendant, through experienced counsel.

23 12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves,
24 in all respects, the Settlement as set forth in the Settlement Agreement and finds
25 that the Settlement Agreement, and all other parts of the Settlement are, in all
26 respects, fair, reasonable, and adequate, and in the best interest of the Class and
27 are in full compliance with all applicable requirements of the Federal Rules of
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1 Civil Procedure, the United States Constitution (including the Due Process
2 Clause), the Class Action Fairness Act, and any other applicable law. The Court
3 hereby declares that the Settlement Agreement is binding on all Class Members,
4 except those identified on ~~Appendix~~ Exhibit A to the Declaration of
5 Britanie Baker (ECF No. 279-2), and it is to be preclusive in the Action.

6 13. The Court finds that the Settlement Agreement is fair, reasonable, and
7 adequate based on, among other things, the following factors: (1) the strength of
8 Plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further
9 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the
10 amount achieved or recovered in resolution of the action; (5) the extent of
11 discovery completed, and the stage of the proceedings; (6) the experience and
12 views of counsel; and (7) the reaction of the class members to the proposed
13 settlement. *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).
14 Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh
15 in favor of approving the settlement: (1) the adequacy of representation by class
16 representatives and class counsel; (2) whether settlement negotiations were done
17 fairly at arm's length; (3) the adequacy of relief provided under the settlement—
18 taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the
19 effectiveness of the proposed methods of distributing relief to the class, including
20 the method of processing class-member claims, if required, (iii) the terms of any
21 proposed award of attorney's fees, including timing of payment, and (iv) any
22 agreement required to be identified under Rule 23(e)(3); and (4) the equity of
23 treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2).

24 14. The Parties are hereby directed to implement and consummate the
25 Settlement according to the terms and provisions of the Settlement Agreement. In
26 addition, the Parties are authorized to agree to and adopt such amendments and
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1 modifications to the Settlement Agreement as: (i) shall be consistent in all material
2 respects with this Final Order, and (ii) do not limit the rights of the Class.

3 15. The Court has considered all objections, timely and proper or
4 otherwise, to the Settlement Agreement and denies and overrules them as without
5 merit.

6 16. All claims asserted against Defendant in the Action are hereby
7 dismissed with prejudice on the merits and without costs to any party, except as
8 otherwise provided herein or in the Settlement Agreement.

9 17. Upon entry of this Final Order and the accompanying Judgment,
10 Class Representatives, and each other member of the Class (except those listed on
11 Appendix — **Exhibit A to the Declaration of Britanie Baker (ECF No. 279-**
12 **2)**), on behalf of themselves and any other legal or natural persons who may claim
13 by, through, or under them, agree to fully, finally and forever release, Defendant
14 and Released Parties from any and all claims or causes of action, including
15 unknown claims, under the laws of any jurisdiction, including federal law, state
16 law, and common law, whether at law or equity (including any claims under the
17 “lemon laws” of the fifty (50) U.S. states and the District of Columbia and the
18 Magnusson-Moss Warranty Act), that arise out of, relate to, or in any way concern
19 AIS No-Restart in the Class Vehicles. Plaintiffs and the other Class Members
20 expressly waive and relinquish all such claims or causes of action to the fullest
21 extent permitted by law. Plaintiffs and the other Class Members recognize that,
22 even if they later discover facts in addition to or different from those which they
23 now know or believe to be true, they nevertheless agree that, upon entry of the
24 Final Order and accompanying Judgment, Plaintiffs and the other Class Members
25 fully, finally, and forever settle and release any and all of the Released Claims;
26 provided, however, that notwithstanding the foregoing, Class Representatives and
27 the other Class Members are not releasing claims for death, personal injury, or
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1 damage to tangible property other than to the Class Vehicles, or claims for
2 subrogation.

3 18. Notwithstanding the foregoing, Class Representatives and the other
4 Class Members shall hold Released Parties harmless for all Released Claims that
5 may be asserted by another legal or natural persons (including but not limited to
6 legal guardians and estate administrators) who claim by, through, or under that
7 Class Representative or Class Member.

8 19. In connection with the Settlement Agreement, Class
9 Representatives, on behalf of the other Class Members, acknowledge that they and
10 the other Class Members may hereafter discover claims presently unknown or
11 unsuspected, or facts in addition to or different from those that they now know or
12 believe to be true concerning the subject matter of the Action and/or the Release
13 herein. Nevertheless, it is the intention of Class Counsel and Class Representatives
14 in executing this Settlement Agreement to fully, finally, and forever settle, release,
15 discharge, and hold harmless all such matters, and all claims relating thereto which
16 exist, hereafter may exist, or might have existed (whether or not previously or
17 currently asserted in any action or proceeding) with respect to the Action,
18 provided, however, that Class Representatives and the other Class Members are
19 not releasing claims for death, personal injury, or damage to tangible property
20 other than to the Class Vehicles, or claims for subrogation.

21 20. Class Representatives expressly understand and acknowledge that
22 they will be deemed by the Final Order and Judgment to acknowledge and waive
23 Section 1542 of the Civil Code of the State of California, which provides that:

24 **A GENERAL RELEASE DOES NOT EXTEND TO**
25 **CLAIMS THAT THE CREDITOR OR RELEASING**
26 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
27 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**
28 **THE RELEASE AND THAT, IF KNOWN BY HIM OR**
HER, WOULD HAVE MATERIALLY AFFECTED HIS OR

1 **HER SETTLEMENT WITH THE DEBTOR OR**
2 **RELEASED PARTY.**

3 21. Class Representatives expressly waive and relinquish any and all
4 rights and benefits that they may have under, or that may be conferred upon them
5 by, the provisions of Section 1542 of the California Civil Code, or any other law
6 of any state or territory that is similar, comparable, or equivalent to Section 1542,
7 to the fullest extent they may lawfully waive such rights.

8 22. The Court orders that the Settlement Agreement shall be the
9 exclusive remedy for all claims released in the Settlement Agreement for all Class
10 Members not listed on ~~Appendix~~ **Exhibit A to the Declaration of Britanie**
11 **Baker (ECF No. 279-2)**.

12 23. Therefore, except for those listed on ~~Appendix~~ **Exhibit A to**
13 **the Declaration of Britanie Baker (ECF No. 279-2)**, all Class Representatives,
14 the other Class Members, and their representatives are hereby permanently barred
15 and enjoined from, either directly, through their representatives, or in any other
16 capacity instituting, commencing, filing, maintaining, continuing or prosecuting
17 against any of the Released Parties (as that term is defined in the Settlement
18 Agreement) any action or proceeding in any court or tribunal asserting any of the
19 matters, claims or causes of action covered by the Release. In addition, all Class
20 Representatives, Class Members and all persons in active concert or participation
21 with Class Members are permanently barred and enjoined from organizing Class
22 Members who have not been excluded from the Class into a separate class for
23 purposes of pursuing, as a purported class action, any lawsuit based on or relating
24 to the claims and causes of action in the Action, or the Release in the Settlement
25 Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), and the exceptions
26 to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds that issuance of this
27 permanent injunction is necessary and appropriate in aid of its continuing
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1 jurisdiction and authority over the settlement as set forth in the Settlement
2 Agreement, and the Action.

3 **OTHER PROVISIONS**

4 24. Without affecting the finality of this Final Order or the
5 accompanying Judgment, the Court retains continuing and exclusive jurisdiction
6 over the Action and all matters relating to the administration, consummation,
7 enforcement, and interpretation of the Settlement Agreement and of this Final
8 Order and the accompanying Judgment, to protect and effectuate this Final Order
9 and the accompanying Judgment, and for any other necessary purpose. The Parties,
10 the Class Representatives, and each Class Member not listed on Appendix _____
11 **Exhibit A to the Declaration of Britanie Baker (ECF No. 279-2)** are hereby
12 deemed to have irrevocably submitted to the exclusive jurisdiction of this Court,
13 for the purpose of any suit, action, proceeding, or dispute arising out of or relating
14 to the Settlement Agreement or the applicability of the Settlement Agreement,
15 including the exhibits thereto, and only for such purposes.

16 25. In the event that the Effective Date does not occur, certification of
17 the Class shall be automatically vacated and this Final Order and the
18 accompanying Judgment, and other orders entered in connection with the
19 Settlement Agreement and releases delivered in connection with the Settlement
20 Agreement, shall be vacated and rendered null and void as provided by the
21 Settlement Agreement.

22 26. Without further order of the Court, the Parties may agree to
23 reasonably necessary extensions of time to carry out any of the provisions of the
24 Settlement Agreement. Likewise, the Parties may, without further order of the
25 Court, agree to and adopt such amendments to the Settlement Agreement
26 (including exhibits) as are consistent with this Final Order and the accompanying
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1 Judgment and do not limit the rights of Class Members under the Settlement
2 Agreement.

3 27. Nothing in this Final Order or the accompanying Judgment shall
4 preclude any action in this Court to enforce the terms of the Settlement Agreement.

5 28. Neither this Final Order nor the accompanying Judgment (nor any
6 document related to the Settlement Agreement) is or shall be construed as an
7 admission by the Parties. Neither the Settlement Agreement (or its exhibits), this
8 Final Order, the accompanying Judgment, or any document related to the
9 Settlement Agreement shall be offered in any proceeding as evidence against any
10 of the Parties of any fact or legal claim; provided, however, that Defendant and the
11 Released Parties may file any and all such documents in support of any defense
12 that the Settlement Agreement, this Final Order, the accompanying Judgment and
13 any other related document is binding on and shall have res judicata, collateral
14 estoppel, and/or preclusive effect in any pending or future lawsuit by any person
15 or entity who is subject to the release described above asserting a released claim
16 against any of the Released Parties.

17 29. A copy of this Final Order shall be filed in, and applies to, the
18 Action.

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