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22 UNITED STATES DISTRICT COURT
 23 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

24 IN RE HONDA IDLE STOP LITIGATION

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

25 This Document Relates to:

Hon. Mark C. Scarsi

26 ALL ACTIONS

**MEMORANDUM IN SUPPORT OF
 PLAINTIFFS' MOTION FOR
 FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Hearing Date: May 18, 2026
 Place: Courtroom 7C
 Time: 9:00 a.m.

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1 Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs, on behalf of
2 themselves and the preliminarily certified Settlement Class,¹ respectfully submit
3 that the Court should finally approve the Parties’ Class Settlement (the
4 “Settlement”).

5 **I. INTRODUCTION**

6 The Settlement substantially benefits each member of the nationwide
7 Settlement Class of current, former, and future owners and lessees of 680,299
8 Honda and Acura vehicles by providing a repair for the idle-stop defect that is at
9 the heart of this litigation; as well as providing full reimbursement of repair costs
10 for those who already paid out-of-pocket for the repair. The *present guarantee* of
11 these benefits is significantly more valuable than the mere *possibility*, with the risk
12 inherent in further litigation, that a subset of the nationwide Settlement Class
13 (those who purchased in the eleven states with claims certified during litigation)
14 might receive an indeterminate monetary award in the amount of the cost-of-repair
15 years in the future. Indeed, the Settlement has already made thousands of Class
16 Vehicles safer for their drivers and for those with whom they share the road.

17 Plaintiffs’ fundamental allegations in this action are that Honda marketed
18 and sold the Class Vehicles without disclosing to consumers that the vehicles were
19 equipped with a defective Auto Idle Stop (“AIS”) system.² To improve fuel
20 economy, the AIS system automatically shuts off Class Vehicles’ engines when
21 the brake is applied. ECF No. 242 (Fifth Amended Complaint) ¶¶ 3, 248. When
22 working properly, the AIS system automatically restarts the engine when the driver
23 releases the brake pedal. *Id.* ¶ 3. Because of the alleged defect (the “AIS No-
24 Restart”), however, the Class Vehicles may not reliably restart after the AIS
25

26 ¹ Unless specifically defined herein, capitalized terms have the same meanings
27 ascribed to them in the Settlement Agreement, cited as “SA.”

28 ² While Defendants do not oppose the relief sought in this Motion, they dispute
the factual underpinnings of Plaintiffs’ claims and expressly deny all liability.

1 system engages, leaving them suddenly inoperable, whether it be in heavy traffic,
2 while turning at a red light in an intersection, or any other location where it is
3 dangerous to suddenly find oneself with an inoperable vehicle. *Id.* ¶ 4.

4 Discovery revealed two causes of AIS No Restart: (1) the battery software
5 impermissibly allowed Class Vehicles to enter AIS when the battery does not have
6 enough charge to restart the engine; and (2) the starter installed in the Class
7 Vehicles was insufficiently powerful, such that with minor degradation and
8 increased conductor resistance owing to high-temperatures, it lacked sufficient
9 torque to re-start the engine. ECF No. 173 at 3. Starting in 2022, Honda issued a
10 series of Technical Service Bulletins (“TSB”) to inform dealership service
11 departments about the Defect in Class Vehicles and to provide guidance on how
12 to correct the issue. *Id.* Specifically, Honda released a software update (the
13 “Software Update”) that lowered the threshold for when AIS activates in Class
14 Vehicles with inadequate battery health, addressing only the first cause of the AIS
15 Defect. *Id.* at 16. For all Class Vehicles, Honda also provided a 10-year warranty
16 extension for starter replacement from the date the vehicle was first purchased.
17 ECF No. 173-1 ¶¶ 24–29. The replacement starter is a more powerful starter (the
18 “A53 Starter”). Before a customer can receive the A53 Starter under warranty,
19 their vehicle must have the Software Update.

20 Honda’s pre-Settlement repair procedure and warranty, however, were
21 deeply inadequate. ECF No. 173 at 16–17. Under the original TSBs, when a
22 Settlement Class Member suffered AIS No Restart after receiving the software
23 update, they were only entitled to an upgraded starter if AIS no restart was
24 “present,” which required that the dealership be able to “verify” it. *Id.* However,
25 because AIS No Restart is intermittent and unpredictable, it cannot readily be
26 “verif[ied].” This hurdle prevented Settlement Class Members from obtaining the
27 upgraded A53 starter despite the defect plaguing their vehicles post-Software
28 Update, as demonstrated by the experiences of Plaintiffs Brandon Derry, David

1 Jew, Janice Stewart, Devron Elliot, Daniel Rock, Hamid Bolooki, Kevin Bishop,
2 Elisabeth Simpson, Marilyn Thomas, Sadia Durrani, Sean Crary, and Melissa
3 Howell. Declaration of Brandon Derry ¶ 11; Declaration of David Jew ¶ 11;
4 Declaration of Janice Stewart ¶ 11; Declaration of Devron Elliot ¶ 11; Declaration
5 of Daniel Rock ¶ 11; Declaration of Hamid Bolooki ¶ 11; Declaration of Kevin
6 Bishop ¶ 11; Declaration of Elisabeth Simpson ¶ 11; Declaration of Marilyn
7 Thomas ¶ 11; Declaration of Sadia Durrani ¶ 11; Declaration of Sean Crary ¶ 11;
8 Declaration of Melissa Howell ¶ 11.

9 The proposed Settlement guarantees all Settlement Class Members,
10 nationwide, a new A53 Starter as soon as the need arises. Honda agreed, as a term
11 of the Settlement, to direct its dealers and service centers to replace the starters of
12 any Settlement Class Member that experiences AIS No-Restart after receiving the
13 Software Update without requiring verification upon preliminary approval, and it
14 has done so. SA § III.1. Because the extended warranty for model year 2015 and
15 2016 Class Vehicles has expired or will soon expire, Honda agreed to provide
16 extended claims periods (twenty-four months and eighteen months, respectively)
17 for these Class Vehicles, beginning from the date of preliminary approval. *Id.* §
18 III.2. This allows Settlement Class Members with 2015 and 2016 model year
19 vehicles, who were not previously able to obtain the A53 Starter, to receive the
20 benefit of the extended warranty. In addition to the repair benefits, Honda has
21 agreed to pay the out-of-pocket costs that any Settlement Class Members incurred
22 in paying for their own pre-Settlement repair for AIS No-Restart. *Id.* § III.3.

23 In sum, the Settlement allows hundreds of thousands of vehicle owners to
24 receive a free, no-hassle, repair for an issue causes people to genuinely and
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1 legitimately fear for their safety. Plaintiffs submit that the Settlement is fair,
2 reasonable and adequate, and merits this Court’s approval.³

3 **II. THE HISTORY OF THIS ACTION**

4 **A. The Litigation**

5 On June 21, 2022, Plaintiff Hamid Bolooki filed a complaint alleging that
6 the AIS system in the Class Vehicles⁴ is unreliable and unsafe. ECF No. 1. On
7 April 14, 2023, Plaintiffs filed their First Consolidated Amended Class Action
8 Complaint, ECF No. 73, followed by their Second Consolidated Amended
9 Complaint on May 12, 2023, ECF No. 82. On September 27, 2023, the Court
10 largely denied Defendant’s Motion to Dismiss Plaintiff’s Second Consolidated
11 Amended Complaint. ECF No. 110.

12 The parties engaged in over eighteen months of discovery. Joint Decl. ¶ 19.
13 Honda produced, and Plaintiffs reviewed, over 180,000 pages of documents. *Id.* ¶
14 21. The parties participated in three informal discovery conferences with
15 Magistrate Judge Kim. *Id.* ¶ 22. Plaintiffs deposed Honda, ten of its current or
16 former employees, and three of its experts. *Id.* ¶ 23. Honda deposed 24 named
17 Plaintiffs. *Id.*

18 On October 3, 2024, the Court certified eleven state-wide classes (the
19 “Certified Classes”). ECF No. 175 at 27–28. The Ninth Circuit denied Defendant’s
20 petition for permission to appeal. *Stewart v. Am. Honda Motor Co.*, No. 24-6349
21 (9th Cir.) (ECF No. 9.1). On December 26, 2024, the Court denied Defendant’s
22 motion for summary judgment for all certified claims except for unjust enrichment
23

24 _____
25 ³ See Joint Declaration of H. Clay Barnett, III, Adam J. Levitt, and Andrew T.
26 Traylor in Support of Plaintiffs’ Motion for Final Approval (“Joint Declaration” or
“Joint Decl.”).

27 ⁴ The Class Vehicles are: 2015–2020 Acura TLXs, 2016–2020 Acura MDXs,
28 2016–2021 Honda Pilots, 2019–2021 Honda Passports, and 2020–2021 Honda
Ridgelines.

1 claims. ECF No. 221. The Court set the case for trial on May 20, 2025. ECF No.
2 213. On February 10, 2025, Honda moved for decertification of the Certified
3 Classes. ECF No. 228.

4 On February 26, 2025, while the decertification motion was pending, the
5 Parties engaged in mediation with Anthony Piazza of Mediated Negotiations. Joint
6 Decl. ¶ 30. The Parties agreed on a framework of a nationwide settlement. *Id.* After
7 further dialogue, the Parties reached an agreement in principle, which they
8 memorialized with a signed term sheet on March 24, 2025. *Id.* ¶ 31. On April 10,
9 2025, Plaintiffs filed their Fifth Amended Complaint, so that Plaintiffs’ operative
10 complaint conforms to the terms of the nationwide settlement. ECF No. 242.

11 **B. The Settlement**

12 The Settlement Class is comprised of all individuals or legal entities who
13 purchased or leased Class Vehicles in any of the fifty states and the District of
14 Columbia.⁵ SA § I.41; ECF No. 251. Settlement Class Members whose vehicles
15 experience AIS No-Restart can receive a repair, in the form of a free starter
16 replacement to remedy the issue, without the need for verification. For those
17 Settlement Class Members who previously paid for a starter replacement out-of-
18 pocket to remedy AIS No-Restart, the Settlement allows for reimbursement. In
19 these ways, the Settlement effectively addresses the vehicle defect at the heart of
20 this case.

21 **1. Injunctive Relief**

22 Prior to the Settlement, Honda addressed the AIS No-Restart defect through
23 a 10-year/unlimited mile warranty extension for the Auto Idle Stop that instructed
24 service centers to perform a software update, and which required service centers
25 to “verify” that vehicles continued to suffer from AIS No-Restart before they could
26 provide a free upgraded starter replacement. As discussed in Plaintiffs’ Response
27

28 ⁵ The Settlement Class definition is subject to certain narrow exceptions. SA § I.41.

1 in Opposition to Defendant’s Motion for Summary Judgment, this verification step
2 imposed a significant and frustrating hurdle to any Class Vehicle owner seeking a
3 remedy. ECF No. 173 at 2; *see also* ECF No. 221 at 7 (“In order to be eligible for
4 the second step of the remedy, customers were required to first update the software,
5 experience AIS No-Restart again, go to a dealer who verified that AIS No-Restart
6 was present, and only then receive a new starter.”). The intermittent nature of AIS
7 No-Restart ensured that no service center could reliably duplicate, or verify, AIS
8 No-Restart on any given trip to a service center. ECF No. 173-1 ¶¶ 76–92.

9 Under the Settlement, Honda disseminated amended Service Bulletins to all
10 Authorized Honda Dealerships and Authorized Acura Dealerships that removed
11 the requirement of AIS No-Restart symptom verification or duplication as a pre-
12 condition to receiving the free, upgraded, starter replacement, SA §§ I.38, III.1,
13 and made clear that the upgraded starter must be provided to any Settlement Class
14 Member who reports AIS No-Restart after having the software update. *Id.*

15 As a material term of the Settlement, Honda implemented the injunctive
16 relief following preliminary approval, so that Settlement Class members whose
17 vehicles were suffering from unremedied AIS No-Restart would not have to wait
18 until final approval for a fix. SA § III.1.

19 Following preliminary approval, Class Counsel recognized that 28,712
20 Class Vehicles had been omitted from Honda’s original market actions. Joint Decl.
21 ¶¶ 48–50. Accordingly, Honda sought the relevant approvals, internally and from
22 the California Air Resources Board, and added those vehicles to the market
23 actions, such that they are now eligible for the extended warranty, the software
24 update, and the replacement starter. Joint Decl. ¶ 50.

25 **2. 18-Month/24-Month Extended Claim Period**

26 Because the extended 10-year Warranty Period for model year 2015 and
27 2016 Class Vehicles was expired or was soon to expire, AHM agreed to provide
28 18-Month and 24-Month Extended Claim Periods for all model year 2015–2016

1 Class Vehicles, respectively, so that owners and lessees of these vehicles have a
2 meaningful opportunity to benefit from the Settlement’s injunctive relief. SA
3 §§ I.20, III.2.

4 **3. Out-of-Pocket Claims Process**

5 The Settlement also provides for an Out-of-Pocket Claims Process under
6 which Settlement Class Members can submit Claims for Out-of-Pocket Costs that
7 they incurred to replace the starter, starter relay, or perform a valve adjustment in
8 the Class Vehicles, as well as towing expenses, that were not otherwise
9 reimbursed. SA §§ I.29, III.3. Settlement Class Members must complete and
10 timely submit Claim Forms with Required Documentation (via mail or
11 electronically on the Settlement Website) to the Settlement Administrator before
12 the Claim Deadline—90 days from the date of entry of the Final Approval Order.
13 SA §§ I.7, III.3.

14 In any instance that a Claim is denied and the Claimant disputes the denial,
15 such final denials will be forwarded to Class Counsel. SA § V.C–E. The parties to
16 the dispute, through their respective counsel, will engage in good faith efforts to
17 resolve the dispute as to that Claim. *Id.* If counsel are unable to resolve the dispute,
18 the Claimant may then appeal the denial of the Claim to the National Center for
19 Dispute Settlement (“NCDS”), provided that any such appeal must be filed within
20 sixty (60) days of final denial by the Settlement Administrator and any decision
21 by the NCDS will be final and binding upon the parties to the dispute. *Id.* Honda
22 will pay any cost charged by the NCDS for resolving the appeal. *Id.*

23 **4. Nationwide Relief**

24 Although the Court only granted certification with respect to eleven
25 statewide classes, ECF No. 175 at 27–30, the Settlement extends its benefits to all
26 Settlement Class Members who purchased vehicles nationwide. Not only does this
27 provide benefits to hundreds of thousands more affected owners, but it also helps
28 ensure that all Honda dealers, across the country, will be informed of their

1 obligation to provide the A53 Starter replacement under the amended Service
2 Bulletins. This eliminates the risk that a Settlement Class Member who purchased
3 in a certified state and moves to a non-certified state will be denied extended
4 warranty relief due to confusion by the out-of-state dealership.

5 **C. Release and Waiver**

6 In consideration for the Settlement, the Settlement Class will release Honda
7 from any and all claims or causes of action, including unknown claims, that arise
8 out of, or relate to, AIS No-Restart in the Class Vehicles. SA § VIII. The
9 Settlement Agreement does not release claims for death, personal injury, or
10 damage to tangible property other than to the Class Vehicles, or claims for
11 subrogation. *Id.* § VIII.C.

12 **D. Preliminary Approval and Notice**

13 On May 12, 2025, Plaintiffs moved for preliminary approval of the
14 Settlement. ECF No. 245. On June 9, 2025, after concluding that the matter could
15 be decided without oral argument, the Court entered an order preliminarily
16 approving the settlement, and appointing JND Legal Administration (“JND”) as
17 the notice administrator. ECF No. 249 (“Order”) at 10–11.

18 On May 21, 2025, JND mailed notice of the *In re Honda Idle Stop Litigation*
19 Settlement to the United States Attorney General and to the appropriate officials
20 in all 50 U.S. states and the District of Columbia pursuant to the Class Action
21 Fairness Act of 2005. Uhrig Decl. ¶ 6. JND has not received any objection or other
22 correspondence relating to this Settlement from any recipients of the CAFA
23 Notice. *Id.* ¶ 6.

24 After Honda provided JND with an initial dataset of 651,665 Class Vehicle
25 VINs, JND identified 1,088,610 potential Settlement Class Members associated
26 with those VINs. *Id.* ¶¶ 7–11. As discussed in more detail in the attached
27 Declaration of Marcia A. Uhrig, JND mailed 1,030,986 postcard notices and
28 14,719 long form notices to this population of potential Settlement Class

1 Members, JND further sent notice via email to 497,546 unique e-mail addresses
2 provided by Honda for this set of Settlement Class Members. *Id.* ¶¶ 17–21.

3 After Class Counsel recognized that certain Class Vehicles were not
4 included in the initial dataset, Honda provided JND with an additional 28,712
5 Class Vehicle VINs. *Id.* ¶¶ 12–16. JND mailed 44,916 postcard notices to this
6 supplemental population of potential Settlement Class Members. JND further sent
7 notice via email to 23,744 unique e-mail addresses provided by Honda for this
8 supplemental set of Settlement Class Members. *Id.* ¶¶ 22–25.

9 98% of mailed notices were delivered and the supplemental email notice
10 campaign further enhanced the notice outreach. *Id.* ¶ 26.

11 **E. Dissemination of Settlement Benefits and Class Counsel’s**
12 **Enforcement of the Settlement Terms**

13 Class Counsel has worked to ensure that the Settlement Class Members are
14 able to receive the promised benefits. In the first weeks after notice was
15 disseminated, Class Counsel received reports from Settlement Class Members, as
16 well as named Plaintiffs, of Honda dealerships still insisting on verification of the
17 defect before they would provide a free starter replacement. Joint Decl. ¶¶ 51–52.
18 After Class Counsel emphasized the significance of this issue, Honda agreed to
19 take action to ensure that its dealerships and service centers were aware that the
20 verification hurdle had been removed. On August 12, 2025, Honda promulgated
21 “*iN* messages” to its Honda and Acura dealerships, which were to be provided to
22 the service center foreman and all services providers, that informed them of the
23 “important change,” “no symptom verification/duplication required,” to the
24 protocol for addressing reports of AIS No-Restart. ECF No. 265 at 5.

25 Even after these *iN* messages, Class Counsel continued to receive additional
26 reports from Settlement Class Members of Honda and Acura dealerships requiring
27 verification of the AIS No-Restart symptoms as a condition to starter replacement.
28

1 *Id.* at 5–6. At Class Counsel’s request, Honda took additional steps to further
2 address the issue:

- 3 1) Promulgated a reminder message in the “*iN* Newsflash” – a weekly
4 dealer publication – that reminded dealers about the amended service
5 bulletins; and
- 6 2) Launched a training module that was required viewing (with affirmation
7 of viewing required) to all dealership service personnel, which also
8 repeated the *iN* messaging about the amended service bulletin.

9 *Id.* at 5–6.

10 Since Honda took these actions, Class Counsel has received only one report
11 of a Settlement Class Member potentially being subject to the verification hurdle,
12 and the parties have promptly addressed this issue. Joint Decl. ¶ 53. In addition,
13 Class Counsel has worked cooperatively with Honda’s counsel to resolve a small
14 number of disputed denials of out-of-pocket payment requests. Class Counsel will
15 remain available to the Settlement Class Members to ensure that they are receiving
16 the benefits of the Settlement.

17 **III. STANDARD FOR FINAL APPROVAL**

18 Rule 23 provides that “[t]he claims, issues, or defenses of a certified class—
19 or a class proposed to be certified for purposes of settlement—may be settled . . .
20 only with the court’s approval.” Fed. R. Civ. P. 23(e). A district court may approve
21 a settlement agreement “after a hearing and only on finding that it is fair,
22 reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Ninth Circuit recognizes
23 a “strong judicial policy that favors settlements, particularly where complex class
24 action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101
25 (9th Cir. 2008); *see also* William Rubenstein, Alba Conte, and Herbert B.
26 Newberg, *Newberg on Class Actions* § 13:44 (5th ed. 2015).

27 In determining whether to grant final approval, a court must consider
28 whether:

- 1 (A) the class representatives and class counsel have adequately
- 2 represented the class;
- 3 (B) the proposal was negotiated at arm’s length;
- 4 (C) the relief provided for the class is adequate, taking into account:
 - 5 (i) the costs, risks, and delay of trial and appeal;
 - 6 (ii) the effectiveness of any proposed method of distributing
 - 7 relief to the class, including the method of processing
 - 8 class-member claims;
 - 9 (iii) the terms of any proposed award of attorneys’ fees,
 - 10 including timing of payment;
 - 11 (iv) any agreement required to be identified under Rule
 - 12 23(e)(3); and
- 13 (D) the proposal treats class members equitably relative to each
- 14 other.

15 Fed. R. Civ. P. 23(e)(2).

16 Rule 23(e) largely overlaps with factors that the Ninth Circuit has long
17 recognized as relevant to settlement approval: “(1) the strength of the plaintiff’s
18 case; (2) the risk, expense, complexity, and likely duration of further litigation;
19 (3) the risk of maintaining class action status throughout the trial; (4) the amount
20 offered in settlement; (5) the extent of discovery completed and the stage of the
21 proceedings; (6) the experience and views of counsel; (7) the presence of a
22 governmental participant; and (8) the reaction of the class members of the
23 proposed settlement.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935,
24 946 (9th Cir. 2011). All of the Rule 23(e) and Ninth Circuit factors weigh in favor
25 of final approval of the Settlement.

26 **IV. THE COURT SHOULD GRANT FINAL APPROVAL.**

27 In their Memorandum in Support of Plaintiffs’ Motion for Preliminary
28 Approval, ECF No. 245-1, Plaintiffs walked through the relevant factors and

1 explained why the Settlement should be approved. Nothing of substance has
2 changed since that time, and each factor continues to support Settlement approval.
3 *See Lavigne v. Herbalife, LTD.*, 2023 WL 11930971, at *9 (C.D. Cal. Nov. 16,
4 2023) (granting final approval and noting that “[n]one of the facts and
5 circumstances as to any of the factors has changed since the issuance of the
6 Preliminary Approval Order.”)

7 **A. Class Certification Is Still Appropriate.**

8 In granting preliminary approval, the Court conditionally certified the
9 Settlement Class for settlement purposes, finding that the Settlement Class
10 “satisfies the requirements of Rule 23(a) and Rule 23(b)(3).” Order at 6. None of
11 the facts satisfying the Rule 23(a) and (b)(3) requirements have changed.
12 Certification of the Settlement Class remains appropriate. *See Arredondo v. Univ.*
13 *of La Verne*, 2023 WL 3152291, at *1 (C.D. Cal. Apr. 14, 2023) (Scarsi, J.)
14 (reaffirming the Court’s preliminary certification of a class for settlement
15 purposes).

16 **B. Plaintiffs and Their Counsel Adequately Represented the**
17 **Settlement Class, and the Settlement Is the Product of Good-**
18 **Faith, Arms-Length Negotiations.**

19 In granting preliminary approval, the Court recognized that “the procedure
20 for reaching this settlement was fair and reasonable and that the settlement was the
21 product of arms-length negotiations.” Order at 7. This fact remains true. Class
22 Counsel litigated this case thoroughly—defeating Defendant’s motions to dismiss
23 (ECF Nos. 65 and 110) and motion for summary judgment (ECF No. 221), and
24 conducting fulsome fact and expert discovery, including reviewing over 44,000
25 documents and taking the depositions of eleven fact witnesses and three of
26 Defendant’s experts. Joint Decl. ¶¶ 21–23. Plaintiffs also achieved class
27 certification on behalf of eleven statewide classes and successfully opposed
28 Honda’s Rule 23(f) petition to appeal that decision. Joint Decl. ¶¶ 24–25.

1 Plaintiffs, themselves, fully participated in the litigation, searching for and
2 producing documents, responding to written discovery, and sitting for depositions.
3 See Settlement Class Representative Declarations (filed with Plaintiffs’ Motion for
4 Final Approval). Having been reached after the completion of discovery and
5 dispositive briefing, the Settlement reliably reflects the risks, to both the
6 Settlement Class Members and Honda, of proceeding to trial.

7 Moreover, none of the indicia of collusion or self-dealing, recognized by the
8 Ninth Circuit, are present. *Bluetooth*, 654 F.3d at 946–947.⁶ The Parties have not
9 reached an agreement on attorneys’ fees, expenses, or class representative service
10 awards; and there is no “clear sailing” provision in the Settlement. Nor is there any
11 reversion provision in the Settlement. SA § IX; ECF No. 245-3 ¶ 43.

12 **C. The Relief Provided Is Adequate.**

13 Under Rule 23(e)(2)(C), a court’s assessment of whether a proposed
14 settlement is adequate takes into account: (i) the costs, risks, and delay of trial and
15 appeal; (ii) the effectiveness of any proposed method of distributing relief to the
16 class, including the method of processing class-member claims; (iii) the terms of
17 any proposed award of attorney’s fees, including timing of payment; and (iv) any
18 agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P.
19 23(e)(2)(C)(i)–(iv).

20
21
22
23 _____
24 ⁶ Indicia of collusion or self-dealing recognized by the Ninth Circuit include: 1) a
25 ““clear sailing’ arrangement providing for the payment of attorneys’ fees separate
26 and apart from class funds”; 2) the presence of a reversion agreement, in which
27 “the parties arrange for fees not awarded to revert to defendants rather than be
28 added to the class fund”; and 3) an agreement in which “counsel receive a
disproportionate distribution of the settlement, or when the class receives no
monetary distribution but class counsel are amply rewarded.” *Bluetooth*, 654 F.3d
at 947.

1 **1. The Benefits of the Settlement, Weighed Against the Costs,**
2 **Risks, and Delay of Appeal, Favor Final Approval.**

3 This Court correctly recognized, in granting preliminary approval, that the
4 Settlement “confers numerous benefits upon the Settlement Class, namely, it
5 ensures that any vehicle experiencing AIS No-Restart will be eligible for repair
6 without unnecessary hurdles, which the Court previously criticized.” Order at 8.

7 Under the Settlement, Honda will replace the defective starter with the A53
8 Starter in Class Vehicles that experience AIS No-Restart after receiving the
9 software update, and without requiring the dealership to first duplicate the
10 condition. SA § III. This benefit is highly significant given that the presence of
11 AIS No-Restart in Class Vehicles is difficult to verify due to its unpredictable and
12 intermittent nature. ECF No. 221 at 7. As a result of this benefit, owners of Class
13 Vehicles are able to receive a repair that eliminates the safety concerns caused by
14 AIS No-Restart.

15 Importantly, the Settlement provided this benefit immediately. People were
16 able to receive a remedy prior to final approval. Since preliminary approval, over
17 16,000 Settlement Class Members have received free starter replacement,
18 including eight named plaintiffs. As stated in the attached declarations, Settlement
19 Class Members attest that the relief provided in the Settlement has provided a
20 remedy for a problem that caused them to fear for the safety of themselves and
21 their loved ones.

22 In addition to a repair, the Settlement also provides Settlement Class
23 Members with an Out-of-Pocket Claims Process that allows them to submit claims
24 to recover previously unreimbursed out-of-pocket expenses incurred because of
25 the defect in Class Vehicles. This may include reimbursement for starter
26 replacements, starter relay replacement, valve adjustment, and towing expenses.
27 SA § III.3. The Out-of-Pocket Claims Process also covers expenses that
28 Settlement Class Members reasonably may incur in the future due to AIS No

1 Restart within the time limits of the existing ten-year Warranty Period or the 18-
2 Month/24-Month Extended Claim Period.

3 Absent settlement, the only consumers who would be able to obtain relief
4 through this action are members of the eleven state-wide damages classes certified
5 by the Court. *See* ECF No. 175, at 27–30. This proposed nationwide Settlement
6 thus provides significant relief for hundreds of thousands of owners and lessees
7 that would not otherwise have an economical (given the cost of individual
8 litigation) path to recovery. As to the Certified Classes, they would have faced
9 significant risks at trial and on appeal. While Plaintiffs are confident in their
10 positions, there are hotly-contested liability issues in this litigation, including when
11 Honda knew that Class Vehicles suffered from AIS No-Restart, whether Honda
12 had a duty to disclose the existence of AIS No-Restart in Class Vehicles to
13 potential customers, and whether the Defect rendered the Class Vehicles
14 unmerchantable under the law. *See* ECF No. 221. Moreover, even if the Certified
15 Classes succeeded on liability at trial, the jury may not have awarded the entirety
16 of their requested damages, leaving them in a position in which they would still
17 need to use their own funds in order to afford the starter replacement that remedies
18 the Idle Stop Defect.⁷

19 Further, the eleven certified state-wide classes are subject to decertification.
20 *See Sonneveldt v. Mazda Motor of Am., Inc.*, 2023 WL 1812157, at *3 (C.D. Cal.
21 Jan. 25, 2023) (“Rule 23(c)(1)(C) empowers district courts to decertify a class on
22 a party’s motion or *sua sponte* at any point prior to the entry of final judgment.”);
23 *see also* Fed. R. Civ. P. 23(c)(1)(C). Indeed, Defendant’s motion for
24 decertification was pending at the time this Settlement was reached. ECF No. 228.
25 The risk of maintaining class action status through trial is significant, as is evinced
26

27 ⁷ Plaintiffs put forth a cost-of-repair damages model that valued each Settlement
28 Class Member’s damages at \$1,100, the cost of a starter replacement. *See* ECF No.
137-78 at 33–34.

1 by decisions decertifying classes in automobile defect cases. *Sonneveldt*, 2023 WL
2 1812157, at *3–7; *Hamilton v. TBC Corp.*, 2019 WL 1119647, at *1 n.3 (C.D. Cal.
3 Jan. 29, 2019).

4 Here, the immediacy and certainty of substantial benefits for Settlement
5 Class Members under the Settlement, when balanced against the numerous risks
6 to a class-wide recovery from continued litigation, weigh in favor of approval. *See*
7 *Brightk Consulting Inc. v. BMW of N. Am., LLC*, 2023 WL 2347446, at *7 (C.D.
8 Cal. Jan. 3, 2023) (“The Settlement Agreement offers Class Members an
9 opportunity to obtain relief at an early stage in the litigation, eliminating the risks
10 posed by proceeding further in the action. It ensures that Class Members receive a
11 recovery that is certain and immediate, eliminating the risk that class members
12 would be left without any recovery . . . at all.”).

13 Without this Settlement, Settlement Class Members who currently own or
14 lease a Class Vehicle are faced with the prospect of either having to drive vehicles
15 that are intermittently stalling or paying out-of-pocket to replace their starters,
16 while waiting potentially years for a *possible* \$1,100 recovery. By providing a
17 reliable avenue to the A53 Starter replacement, the Settlement provides an
18 immediate substantial safety benefit to the thousands of Settlement Class
19 members.⁸

20
21 _____
22 ⁸ Courts regularly approve automobile repair and reimbursement-centered
23 settlements, such as this one, finding they provide valuable benefits and merit
24 approval. *See, e.g., Vance v. Mazda Motor of Am. Inc.*, No. 8:21-cv-01890, ECF
25 No. 156 at 6–7 (C.D. Cal. Mar. 4, 2025) (granting final approval to settlement that
26 covered repairs and associated out-of-pocket losses); *Ryan-Blaufuss v. Toyota*
27 *Motor Corp.*, 2023 WL 11932256, at *2, 5 (C.D. Cal. Feb. 3, 2023) (granting final
28 approval to class action settlement under which defendant agreed to repair or
replace defective components and reimburse class members for related out-of-
pocket expenses); *Brightk Consulting*, 2023 WL 2347446, at *1–2 (granting
preliminary approval to settlement that required defendant to repair damage caused
by a defect and to reimburse class members’ for associated out-of-pocket costs).

1 **2. The Proposed Method of Distribution to Settlement Class**
2 **Members Is Equitable and Effective.**

3 Rule 23(e)(2)(C)(ii) requires consideration of whether distribution is
4 equitable and “the effectiveness of any proposed method of distributing relief to
5 the class, including the method of processing class-member claims.”

6 Under the Warranty Period and Extended Claims Period, Settlement Class
7 Members whose vehicles experience AIS No-Restart after receiving the software
8 update may have their starter replaced with the A53 Starter for free under warranty
9 by bringing their Class Vehicle to any Honda or Acura dealership. SA § III. In
10 addition, Honda agrees to provide an Extended Claim Period for all model year
11 2015 and 2016 Class Vehicles, so that owners of such vehicles may participate in
12 the Settlement even though the extended ten-year warranty for these vehicles will
13 soon expire. *Id.* § III.2. Thus, the Warranty Period and the Extended Claims Period
14 are equitable and effective, guaranteeing all Settlement Class Members,
15 irrespective of the age of their vehicles, an adequate repair free of cost.

16 The Out-of-Pocket Claims Process, on the other hand, provides
17 reimbursement for costs incurred to replace the starter, starter relay, or perform a
18 valve adjustment in Class Vehicles, as well as towing expenses, that were not
19 otherwise reimbursed. SA §§ I.29, III.3. To submit a Claim for reimbursement,
20 Settlement Class Members need only complete a straightforward Claim Form
21 confirming the claimant is a Settlement Class Member and providing the Required
22 Documentation. SA § III. Claims are not finally rejected without giving the
23 Settlement Class Member an opportunity to cure any deficiencies and provide
24 additional support for their Claim, as well as the opportunity to go through an
25 appeals process. SA § V(C)–(E). Given this straightforward claims process, the
26 method of distributing reimbursement for Out-of-Pocket Claims is equitable and
27 effective.
28

1 As discussed below, the Parties implemented a robust Notice Plan to inform
2 all Settlement Class Members of their rights.

3 **3. The Proposed Attorneys’ Fees, Costs, and Class**
4 **Representative Service Awards Support Preliminary**
5 **Approval.**

6 Class Counsel seeks an award of attorneys’ fees of \$35,250,000.00,
7 reimbursement of expenses of \$823,131.24, and service awards of \$7,500.00 each
8 for the Class Representatives. As detailed in Plaintiffs’ Motion for Attorneys’
9 Fees, Expenses, and Service Awards (“Fee Motion”) and the accompanying Joint
10 Declaration, as of March 6, 2026, Class Counsel expended 13,888 hours litigating
11 this Action, resulting in a total lodestar of at least \$12,844,728.25.

12 The requested fees and expenses are fair and consistent with Ninth Circuit
13 precedent, based on the exceptional Settlement and the significant amount of work,
14 and money spent, by Class Counsel to litigate this case and negotiate this
15 Settlement. *See, e.g., Rippee v. Bos. Mkt. Corp.*, 2006 WL 8455400, at *4 (S.D.
16 Cal. Oct. 10, 2006) (finding a multiplier of 3.23 appropriate); *Haro v. Walmart,*
17 *Inc.*, 2025 WL 73109, at *14 (E.D. Cal. Jan. 10, 2025) (noting that “[m]ultipliers
18 in the 3–4 range are common in lodestar awards for lengthy and complex class
19 action litigation” and finding a multiplier of 3.78 reasonable); *Boone v.*
20 *Amazon.com Servs., LLC*, 2024 WL 4712426, at *20 (E.D. Cal. Nov. 7, 2024)
21 (finding a multiplier of 3.76 reasonable). Notice to the Settlement Class advised
22 Class Members of Plaintiffs’ intent to request attorneys’ fees, expenses, and
23 service awards, and the procedures to comment on or object to the fee petition
24 before Final Approval. ECF Nos. 248-3, 248-4.

25 While the proposed Settlement is not contingent upon the payment of Class
26 Counsel’s requested attorneys’ fees, for the reasons stated in Plaintiffs’ Fee
27 Motion, Class Counsel’s request for \$35,250,000.00 in fees and \$823,131.24 in
28 expenses is more than reasonable.

1 fairly reflects each party’s expected outcome in litigation.”). Settlement Class
2 Representatives and Class Counsel only agreed to settle the Action after
3 considering the substantial benefits the Settlement Class will receive, the risks and
4 uncertainties of continued litigation, and the desirability of proceeding under the
5 terms of the Settlement Agreement. Class Counsel have decades of experience
6 leading the prosecution of complex class action matters and fully endorse the
7 Settlement as exceeding the required standard of fair, reasonable, and adequate.
8 ECF No. 245-3 ¶¶ 55–56. Thus, this factor supports final approval.

9 Additionally, a favorable reaction by the Settlement Class to the proposed
10 Settlement supports final approval. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d
11 454, 459 (9th Cir. 2000) (Where just a “handful” object, “[t]he reaction of the class
12 members to the proposed settlement further supports the conclusion that ... the
13 Settlement [is] fair, adequate and reasonable.”). “Courts have repeatedly
14 recognized that the absence of a large number of objections to a proposed class
15 action settlement raises a strong presumption that the terms of a proposed class
16 settlement action are favorable to the class members.” *Garner v. State Farm Mut.*
17 *Auto. Ins. Co.*, 2010 WL 1687832, at *14 (N.D. Cal. Apr. 22, 2010) (cleaned up);
18 *see, e.g., Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004)
19 (affirming approval of a class action settlement where forty-five objections were
20 received out of 90,000 notices); *Garner*, 2010 WL 1687832, at *15 (“[O]nly 101
21 out of the over 24,000 who received notice have elected to opt out of the Settlement
22 Class[,] . . . which is a further indication of the fairness of the Settlement.”); *In re*
23 *Omnivision Techs.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2007) (noting that
24 “objections from only 3 out of 57,630 potential [c]lass [m]embers who received
25 the notice” shows the class favors the settlement).

26 Class Notice has been provided directly to the Settlement Class as detailed
27 above. To date, only 3 Settlement Class Members have objected to the Settlement.
28 ECF Nos. 254, 259, 261. The Settlement Class Representatives uniformly support

1 this Settlement. *See* Settlement Class Representative Declarations (attached to
2 Plaintiffs’ Motion for Final Approval). And unnamed Settlement Class Members
3 also attest to its significant benefits. These factors weigh in support of final
4 approval.

5 **F. The Court-Approved Notice Plan Satisfies Due Process and Rule**
6 **23.**

7 To protect the rights of absent members of the class, the Court must ensure
8 that all class members who would be bound by a class settlement are provided the
9 best practicable notice. *See* Fed. R. Civ. P. 23(e)(1)(B) (“[T]he Court must direct
10 to class members the best notice practicable under the circumstances, including
11 individual notice to all members who can be identified through reasonable
12 effort.”); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985); Manual
13 for Complex Litigation (Fourth) § 21.312 (2004). The rule expressly approves of
14 notice through “United States mail, electronic means, or other appropriate means.”
15 Fed. R. Civ. P. 23(e)(1)(B). Procedural due process requires that the notice must
16 “be reasonably calculated, under all the circumstances, to apprise interested parties
17 of the pendency of the action and afford them an opportunity to present their
18 objections.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 779 (9th
19 Cir. 2022).

20 In the Order, the Court appointed JND as the Notice Administrator and
21 approved the Parties’ Notice Plan, holding that the Notice Plan “conforms with the
22 requirements of Rule 23(c)(2)(B), constitutes the best practicable notice to the
23 [Settlement] [C]lass [M]ember[s], and comports with the requirements of due
24 process.” Order at 9. Pursuant to the Court’s Order, JND implemented the Notice
25 Plan approved by the Court and disseminated the CAFA notice to appropriate
26 governmental officials. To accomplish notice, JND used eligible VINs provided
27 by Honda to acquire contact information from the various Departments of Motor
28 Vehicles for potential Settlement Class Members. Uhrig Decl. ¶ 7. JND analyzed

1 and de-duplicated the contact information and performed research using the United
2 States Postal Service National Change of Address database to obtain the most
3 current mailing addresses for potential Settlement Class Members. *Id.* ¶ 9–11.

4 The Class Notice was also published on the Settlement Website
5 (AutoIdleStopSettlement.com) on July 8, 2025, as directed in the Preliminary
6 Approval Order, along with the Settlement Agreement, the Claim Form, and other
7 important documents related to this Action for Settlement Class Members to
8 review and download. Joint Decl. ¶ 45. The Settlement Website also contains
9 important Settlement deadlines, other case-related information, and contact
10 information for the Settlement Administrator and Class Counsel. *Id.* All forms of
11 the Court-approved Class Notice provide Settlement Class Members with clear,
12 plainly-stated information about their rights, options, and deadlines in connection
13 with this Settlement, including how to object to the Settlement, how and by when
14 Claim Forms or Requests for Exclusion must be submitted, and how to contact the
15 Settlement Administrator or Class Counsel with any questions or requests for
16 assistance with the Settlement. *See* ECF Nos. 248-3, 248-4.

17 The Notice Plan that was approved by the Court was fully implemented and
18 has informed the Settlement Class of their rights and benefits under the Settlement.
19 JND will file the Results of the Dissemination of the Notice with the Court by May
20 11, 2026. ECF No. 272. The Notice to the Settlement Class more than satisfies the
21 necessary requirements of Rule 23 and due process. *See* Fed. R. Civ. P.
22 23(c)(2)(B).

23 **V. CONCLUSION**

24 For all the above-stated reasons, Plaintiffs respectfully request that the Court
25 enter an order, substantially in the form of Exhibit 8 to the Updated Settlement
26 Agreement: (i) granting final approval of the Settlement set forth in the Settlement
27 Agreement; (ii) issuing a Final Order and Final Judgment dismissing the Action
28 with prejudice.

1 DATED: March 23, 2026

By: /s/ H. Clay Barnett, III

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CERTIFICATE OF SERVICE

I hereby certify that on March 23, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 23, 2026.

/s/ H. Clay Barnett, III
H. Clay Barnett, III

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CERTIFICATION OF COMPLIANCE WITH C.D. CAL. L.R. 11-6.1

The undersigned certifies that this brief, including footnotes, contains 6,734 words, which complies with Local Rule 11-6.1.

Dated: March 23, 2026

Respectfully submitted,

/s/ H. Clay Barnett, III

H. Clay Barnett, III

Signature of Certification

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

Dated: March 23, 2026

Respectfully submitted,

/s/ H. Clay Barnett, III

H. Clay Barnett, III