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13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
15

16 IN RE HONDA IDLE STOP LITIGATION

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

17 This Document Relates to:

Hon. Mark C. Scarsi

18 ALL ACTIONS

19 **MEMORANDUM IN SUPPORT OF**  
20 **PLAINTIFFS' MOTION FOR**  
21 **PRELIMINARY APPROVAL OF**  
22 **CLASS ACTION SETTLEMENT**

23 [Filed Concurrently with [Proposed]  
24 Order]

25 Hearing Date: June 2, 2025  
26 Place: Courtroom 7C  
27 Time: 9:00 a.m.  
28

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Pursuant to Federal Rule of Civil Procedure 23(e), Plaintiffs, on behalf of themselves and the proposed Settlement Class,<sup>1</sup> respectfully submit this memorandum in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion for Preliminary Approval").<sup>2</sup>

## **I. INTRODUCTION**

Plaintiffs have secured a Settlement that, if approved, will confer valuable benefits to a nationwide Settlement Class of current, former and future owners and lessees of approximately 1,000,000 Honda and Acura vehicles. The Settlement is the result of over two-and-a-half years of litigation and negotiations among experienced counsel.

Plaintiffs allege that Defendant American Honda Motor Co., Inc. ("Honda" or "Defendant") marketed and sold the Class Vehicles without disclosing to consumers that the vehicles were equipped with a defective Auto Idle Stop ("AIS") system.<sup>3</sup> To improve fuel economy, the AIS system automatically shuts off Class Vehicles' engines when the brake is applied. ECF 242 (Fifth Amended Complaint) ¶¶ 1, 248. The Class Vehicles, however, have suffered from a failure to restart after the AIS system engages, leaving them suddenly inoperable, which can occur when occupants are in heavy traffic or turning at a red light in an intersection ("AIS No Restart" or the "Defect"). *Id.* ¶ 4.

Discovery revealed that the starter installed in the Class Vehicles is insufficiently powerful. With minor degradation and increased conductor resistance, it lacks sufficient torque to reliably re-start the engine. ECF 173 at 16. Starting in 2022, Honda issued a series of Technical Service Bulletins ("TSB") to

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<sup>1</sup> Unless specifically defined herein, capitalized terms have the same meanings ascribed to them in the Settlement Agreement, cited as "SA § II."

<sup>2</sup> Plaintiffs voluntarily dismissed Defendant Honda Motor Co. Ltd from this action.

<sup>3</sup> While Defendant does not oppose the relief sought in this Motion, it expressly denies all liability.

1 inform dealership service departments about the Defect in Class Vehicles and to  
2 provide guidance on how to correct the issue. *Id.* For all Class Vehicles, Honda  
3 provided a 10-year warranty extension for starter replacement from the date the  
4 vehicle was first purchased or leased. SA § II.45. The Replacement Starter is a  
5 more powerful starter (the “A53 Starter”). ECF 173 at 3-4, 6-7.

6 Honda’s repair procedure, however, was inadequate. *Id.* at 16–17. Under  
7 Honda’s current TSBs, when a Class Member suffers AIS No Restart after  
8 receiving the software update, they are only entitled to the A53 Starter if AIS No  
9 Restart is “present,” and the dealership can “verify” it. *Id.* Because AIS No Restart  
10 is intermittent and unpredictable, as it is impacted by battery power and  
11 temperature-influenced electrical resistance, it cannot readily be “verif[ied].” *Id.*  
12 Accordingly, very few vehicles have received the A53 Starter. *Id.* at 17. Plaintiffs’  
13 experiences are illuminating. For example, Plaintiffs Brandon Derry, David Jew,  
14 Janice Stewart, and Devron Elliot, among others, have been unable to receive the  
15 A53 Starter under Honda’s extended warranty because of the verification hurdle.  
16 Class Members, in other words, cannot count on a true fix (the A53 Starter) under  
17 the current extended warranty program. Joint Decl. ¶ 38.

18 The proposed Settlement eliminates this problem and guarantees all  
19 Settlement Class Members, nationwide, a new A53 Starter as soon as the need  
20 arises. Under the Settlement’s terms, Honda will issue amended Service Bulletins  
21 that will remove the verification hurdle for all Settlement Class Members.  
22 Settlement Class Members will only need to present their vehicles to an authorized  
23 Honda or Acura dealership for A53 Starter replacement. In addition, because the  
24 extended warranty for model year 2015 and 2016 Class Vehicles has expired or  
25 will soon expire, Honda will provide Extended Claim Periods (24 months and 18  
26 months, respectively) for these Class Vehicles, beginning from the date of  
27 preliminary approval. This will allow Class Members with 2015 and 2016 model  
28 year vehicles, who were not previously able to obtain the A53 Starter, to receive



1 the benefit. Honda will also pay for Out-of-Pocket Costs incurred by Class  
2 Members in connection with the AIS system, including starter replacement. The  
3 Settlement provides for a robust Notice Plan, informing Class Members of their  
4 entitlement to these benefits.

5 Plaintiffs respectfully submit that the Settlement, described in detail below,  
6 is fair and reasonable, and merits the Court's approval.<sup>4</sup>

## 7 **II. PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

8 On June 21, 2022, Plaintiff Hamid Bolooki filed a complaint, ECF 1,  
9 alleging that the AIS system in Class Vehicles is unreliable and unsafe. *Id.* ¶¶ 28–  
10 38. On April 14, 2021, Plaintiffs filed their First Consolidated Amended Class  
11 Action Complaint, ECF 73, followed by their Second Consolidated Amended  
12 Complaint on May 12, 2023, ECF 82. On September 27, 2023, the Court denied,  
13 in large part, Defendant's Motion to Dismiss Plaintiff's Second Consolidated  
14 Amended Complaint. ECF 110.

15 The parties engaged in over eighteen (18) months of discovery. Joint Decl.  
16 ¶ 17. Honda produced, and Plaintiffs reviewed, over 180,000 pages of documents.  
17 Joint Decl. ¶ 19. The parties participated in three informal discovery conferences  
18 with Magistrate Judge Kim. Joint Decl. ¶ 20. Plaintiffs deposed Honda and ten of  
19 its current or former employees. ¶ 21. Honda deposed 24 named Plaintiffs. Joint  
20 Decl. ¶ 21.

21 On October 3, 2024, the Court certified 11 state-wide classes (the "Certified  
22 Classes"). ECF 175 at 27–28. The Ninth Circuit denied Defendant's petition for  
23 permission to appeal. *Stewart v. Am. Honda Motor Co.*, No. 24-6349 (9th Cir.)  
24 (ECF 9.1). On December 26, 2024, the Court denied Defendant's motion for  
25 summary judgment for all certified claims except for unjust enrichment claims.

26  
27  
28 <sup>4</sup> See Joint Declaration of H. Clay Barnett, III, Adam J. Levitt, and Andrew T. Traylor in Support  
of Plaintiffs' Motion for Preliminary Approval ("Joint Declaration" or "Joint Decl.").

1 ECF 221. The Court set the case for trial on May 20, 2025. ECF 213. On February  
2 10, 2025, Honda moved for decertification of the Certified Classes. ECF 228.

3 On February 26, 2025, while the decertification motion was pending, the  
4 Parties engaged in mediation with Anthony Piazza of Mediated Negotiations. Joint  
5 Decl. ¶¶ 27-28. The Parties agreed on a framework of a nationwide settlement. *Id.*  
6 After further dialogue, the Parties reached an agreement in principle, which they  
7 memorialized with a signed term sheet on March 24, 2025. *Id.* ¶ 29. On April 10,  
8 2025, Plaintiffs filed their Fifth Amended Complaint, so that Plaintiffs' operative  
9 complaint conforms to the terms of the nationwide settlement. ECF 242.

### 10 **III. THE SETTLEMENT**

#### 11 **A. The Class**

12 The proposed Settlement Class is comprised of all individuals or legal  
13 entities who purchased or leased Class Vehicles in any of the fifty States.<sup>5</sup> The  
14 Class Vehicles include 2015–2020 Acura TLXs, 2016–2020 Acura MDXs, 2016–  
15 2021 Honda Pilots, 2019–2021 Honda Passports, and 2020–2021 Honda  
16 Ridgelines. The proposed Settlement Class Representatives are Plaintiffs Kevin  
17 Bishop, Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn  
18 Thomas, Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David  
19 Jew, Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean  
20 Crary, Sadia Durrani, Abby O'Neill, Latasha Ransome, and Ali Qureshi.

#### 21 **B. The Settlement Benefits**

##### 22 **1. Injunctive Relief**

23 As part of the proposed Settlement, within fourteen (14) days of the issuance  
24 of a Preliminary Approval Order, Honda will disseminate amended Service  
25 Bulletins, to all Authorized Honda Dealerships and Authorized Acura Dealerships,  
26 which remove all language reflecting or related to AIS No-Restart symptom  
27 verification or duplication as a pre-condition to receiving the repairs described  
28

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<sup>5</sup> The Class definition is subject to certain narrow exceptions. SA § II.41.

1 therein (*i.e.*, the A53 Starter), SA §§ II.38, III(1), and shall make clear that the  
2 repair procedure shall include installation of the A53 Starter. *Id.*

3 **2. 18-Month/24-Month Extended Claim Period**

4 In addition, because the extended 10-year Warranty Period for model year  
5 2015 and 2016 Class Vehicles will soon expire, AHM agrees to provide 18-Month  
6 and 24-Month Extended Claim Periods for all model year 2015-2016 Class  
7 Vehicles, respectively. SA §§ II.20, III(2). Under the Extended Claim Period,  
8 Class Vehicles may present to any Authorized Honda/Acura Dealership a receive  
9 a free valve adjustment and starter replacement pursuant to the amended Service  
10 Bulletins. The Extended Claim Periods run consecutively with the expiration of  
11 the Warranty Period for each Class Vehicle, based on the original date of purchase.  
12 *Id.*

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

14 The Settlement also provides for an Out-of-Pocket Claims Process under  
15 which Class Members, who do not timely and properly exclude themselves from  
16 the Settlement, may submit Claims for Out-of-Pocket Costs incurred to replace the  
17 starter, starter relay, or perform a valve adjustment in the Class Vehicles, as well  
18 as towing expenses, that were not otherwise reimbursed and either: (a) incurred  
19 prior to the Class Notice Date, or (b) incurred after the Class Notice Date and  
20 before the Claims Deadline. SA §§ II.29, III(3). Class Members must complete  
21 and timely submit Claim Forms with Required Documentation (via mail or  
22 electronically on the Settlement Website) to the Settlement Administrator. *Id.*

23 In any instance that a Claim is denied and the Claimant disputes the denial,  
24 such final denials will be forwarded to Class Counsel. SA § V.C-E. The parties to  
25 the dispute, through their respective counsel, will engage in good faith efforts to  
26 resolve the dispute as to that Claim. *Id.* If counsel are unable to resolve the dispute,  
27 the Claimant may then appeal the denial of the Claim to the National Center for  
28 Dispute Settlement (“NCDS”), provided that any such appeal must be filed within

1 sixty (60) days of final denial by the Settlement Administrator and any decision  
2 by the NCDS will be final and binding upon the parties to the dispute. *Id.* Honda  
3 will pay any cost charged by the NCDS for resolving the appeal. *Id.*

#### 4 **4. Nationwide Relief**

5 Although the Court only granted certification with respect to eleven  
6 statewide class, ECF No. 175 at 27–30, the Settlement provides benefit to  
7 Settlement Class Members who purchased vehicles nationwide. Not only does this  
8 provide benefits to hundreds of thousands more affected owners, but it also helps  
9 ensure that all Honda dealers, across the country, will be informed of their  
10 obligation to provide the A53 Starter replacement under the amended Service  
11 Bulletins. This eliminates the risk that a Class Member who purchased in a  
12 certified state and moves to a non-certified state will be denied extended warranty  
13 relief due to confusion by the out-of-state dealership.

#### 14 **C. Release and Waiver**

15 In consideration for the Settlement, the Settlement Class will release Honda  
16 from any and all claims or causes of action, including unknown claims, that arise  
17 out of, or relate to, AIS No-Restart in the Class Vehicles. SA § VIII. The  
18 Settlement Agreement does not release claims for death, personal injury, or  
19 damage to tangible property other than to the Class Vehicles, or claims for  
20 subrogation. *Id.* § VIII(C).

#### 21 **D. Attorneys' Fees, Expenses, and Service Awards**

22 Prior to Final Approval, Plaintiffs will move for an award of Attorneys'  
23 Fees, Expenses, and Class Representative Service Awards, which, if approved by  
24 the Court. Plaintiffs and Honda have not discussed the issue of attorneys' fees,  
25 litigation costs, or service awards. *See* Joint Decl. ¶¶ 43-51. There is no clear-  
26 sailing provision under the Settlement. *Id.*

1 **IV. PRELIMINARY APPROVAL IS APPROPRIATE.**

2 **A. The Rule 23 Requirements for Class Certification Are Met.**

3 For class certification, all the requirements of Rule 23(a) must be met, as  
4 well as “at least one of the three requirements listed in Rule 23(b).” *Wal-Mart*  
5 *Stores, Inc. v. Dukes*, 564 U.S. 338, 345 (2011). However, “[t]he criteria for class  
6 certification are applied differently in litigation classes and settlement classes.” *In*  
7 *re Hyundai and Kia Fuel Economy Litig.*, 926 F.3d 539, 556-57 (9th Cir. 2019).  
8 “In deciding whether to certify a litigation class, a district court must be concerned  
9 with manageability at trial. However, such manageability is not a concern in  
10 certifying a settlement class where, by definition, there will be no trial.” *Id.*

11 As described below, the proposed nationwide Settlement Class here meets  
12 the requirements of both Rule 23(a) and Rule 23(b)(3) and should be conditionally  
13 certified for settlement purposes only.

14 **1. Rule 23(a) Is Satisfied.**

15 **a. Numerosity**

16 Rule 23(a)(1) requires that “the class is so numerous that joinder of all  
17 members is impracticable.” Fed. R. Civ. P. 23(a)(1). “As a general matter, courts  
18 have found that numerosity is satisfied when class size exceeds 40 members.”  
19 *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc.*, 311 F.R.D. 590, 602-03 (C.D.  
20 Cal. Nov. 16, 2015). Here, Rule 23(a)(1)’s numerosity requirement is met because  
21 the Class includes approximately 802,270 Class Vehicles.

22 **b. Commonality**

23 Rule 23(a)(2) requires that “there are questions of law or fact common to  
24 the class.” Fed. R. Civ. P. 23(a)(2). Commonality is “construed permissively” and  
25 a single question of law or fact common to the class may suffice. *Hanlon v.*  
26 *Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998); *see, e.g., Wolin v. Jaguar*  
27 *Land Rover N. Am., LLC*, 617 F.3d 1168, 1172 (9th Cir. 2010) (commonality  
28 satisfied where plaintiffs and prospective class members’ claims involved the same

1 defect and common questions); *Keegan v. Am. Honda Motor Co*, 284 F.R.D. 504,  
2 524 (C.D. Cal. 2012) (finding commonality where plaintiffs alleged a common  
3 defect and holding “[t]he fact that some vehicles have not yet manifested  
4 premature or excessive tire wear is not sufficient, standing alone, to defeat  
5 commonality”).

6 Here, the commonality requirement is easily satisfied where the claims of  
7 all Settlement Class Members involve the same issues central to this case,  
8 including, among others: (i) whether the Class Vehicles are defective, (ii) whether  
9 and when Honda knew of the defect, (iii) whether Defendants’ alleged  
10 misrepresentations and omissions were misleading and material to reasonable  
11 consumers, (iv) the presence and quantum of Class Members’ damages, (v) and  
12 whether equitable relief is warranted. ECF 175, Class Certification Order, at 10-  
13 11; ECF 242 ¶¶ 581-634. The commonality requirement is satisfied.

14 **c. Typicality**

15 Rule 23(a)(3) requires that “the claims or defenses of the representative  
16 parties are typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3).  
17 “The purpose of the typicality requirement is to assure that the interest of the  
18 named representative aligns with the interests of the class.” *Wolin*, 617 F.3d at  
19 1175. Like commonality, the typicality requirement is interpreted  
20 “permissive[ly,]” and “requires only that the representative’s claims are  
21 reasonably co-extensive with those of absent class members; they need not be  
22 substantially identical.” *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010).

23 Typicality is met here as Plaintiffs and the Settlement Class Members all  
24 own(ed) or lease(d) Class Vehicles, their claims arise from the same common  
25 course of conduct by Honda, and their claims and legal theories arise from the  
26 same course of events and rely on the same or similar legal grounds. Like the  
27 Settlement Class Representatives, all Settlement Class members share an interest  
28

1 in an available repair for the Defect and in receiving compensation for Out-of-  
2 Pocket Costs incurred relating to the Defect.

3 **d. Class Representatives Will Fairly and Adequately**  
4 **Represent Class Members.**

5 Rule 23(a)(4) is satisfied if “the representative parties will fairly and  
6 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The  
7 adequacy inquiries are: (1) whether plaintiffs’ counsel is qualified, experienced  
8 and capable of prosecuting the action vigorously on behalf of the class, and  
9 (2) whether the named plaintiffs and their counsel have any conflicts of interest  
10 with other class members. *Ellis*, 657 F.3d at 985.

11 Here, the Settlement Class Representatives retained the services of highly  
12 qualified plaintiffs’ counsel with extensive experience in class action and complex  
13 litigation, including those involving vehicle defects. Joint Decl. ¶¶ 52-56. Class  
14 Counsel has, and will continue to, vigorously prosecute the interests of Settlement  
15 Class Members. *Id.* Indeed, the Court has already found Class Counsel adequate,  
16 noting that Class Counsel “[has] sufficiently represented Plaintiffs as interim  
17 counsel and have the requisite experiences to continue the representation.” ECF  
18 206 at 1.

19 Moreover, the proposed Settlement Class Representatives have, through  
20 their participation in discovery, including sitting for depositions, demonstrated that  
21 they have and will continue to diligently represent the Class, and that there is no  
22 conflict or antagonism between the Settlement Class Representatives and the other  
23 Class Members.

24 **2. Rule 23(b)(3) Is Satisfied.**

25 Rule 23(b)(3) requires that (1) “questions of law or fact common to the  
26 members of the class predominate over any questions affecting only individual  
27 members [of the class,]” and (2) “that a class action is superior to other available  
28



1 methods for the fair[] and efficient[] adjudicate[ion] of the controversy.” Fed. R.  
2 Civ. P. 23(b)(3). Both requirements are satisfied here.

3 **a. Common Issues of Fact and Law Predominate.**

4 Predominance exists where “a common nucleus of facts and potential  
5 remedies dominate [the] litigation.” *Chamberlan*, 402 F.3d at 962. “Because no  
6 precise test can determine whether common issues predominate, the Court must  
7 pragmatically assess the entire action and the issues involved.” *Negrete v. Allianz*  
8 *Life Ins. Co. of N. Am.*, 287 F.R.D. 590, 607 (C.D. Cal. 2012). “Implicit in the  
9 satisfaction of the predominance test is the notion that the adjudication of common  
10 issues will help achieve judicial economy.” *Id.*

11 Courts routinely hold the predominance requirement is satisfied in  
12 nationwide settlements of automobile defect class actions. *See, e.g., Vance v.*  
13 *Mazda Motor of Am. Inc.*, No. 8:21-cv-01890-JLS-KES, slip op. at 15 (C.D. Cal.  
14 Sept. 11, 2024) (finding predominance satisfied where plaintiffs alleged the defect  
15 and defendants’ knowledge thereof was a question common to the claims of all  
16 class members); *Banh v. Am. Honda Motor Co., Inc.*, No. 2:19-CV-05984-RGK-  
17 AS, 2021 WL 3468113, at \*5 (C.D. Cal. June 3, 2021) (same). Indeed, settlement-  
18 only classes are subject to a less stringent predominance requirement, as “a district  
19 court need not inquire whether the case, if tried, would present intractable  
20 management problems.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620  
21 (1997); *see also Hyundai and Kia Fuel Economy*, 926 F.3d at 563–64 (differences  
22 in states’ laws did not defeat predominance in a nationwide settlement-only class  
23 because the “class claims turn on the automakers’ common course of conduct”).

24 Common issues predominate here. Specifically, the fundamental issues  
25 underlying Plaintiffs’ claims are common to all Class Members. *See* § IV.A.1,  
26 *supra*. Beyond that, all claims require common evidence that Honda knew but  
27 failed to disclose that the Class Vehicles suffered from AIS No Restart. As the  
28 Ninth Circuit put it, “[w]hen common questions present a significant aspect of the



1 case and they can be resolved for all members of the class in a single adjudication,  
2 there is clear justification for handling the dispute on a representative rather than  
3 on an individual basis.” *Hanlon*, 150 F.3d at 1022.

4 **b. Class Treatment Is Superior.**

5 “[T]he purpose of the superiority requirement is to assure that the class  
6 action is the most efficient and effective means of resolving the controversy.”  
7 *Wolin*, 617 F.3d at 1175. “This determination necessarily involves a comparative  
8 evaluation of alternative mechanisms of dispute resolution.” *Hanlon*, 150 F.3d at  
9 1023.

10 As the Court previously held, a class action is the superior way to adjudicate  
11 Settlement Class Members’ claims against Honda. ECF 175 at 25-26. If Class  
12 Members were left to pursue their claims individually, the cost of litigation would  
13 far exceed the loss to each Class Member, making individual actions  
14 impracticable. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 809 (1985).

15 The cost to replace the defective starter in the Class Vehicles, \$1,100, is too  
16 low to incentivize Class Members to pay an attorney to litigate their claims  
17 individually, and thus strongly weighs in favor of concentrating the claims in a  
18 single forum. *See* ECF 137-78 at 33-34. Certification of the proposed Settlement  
19 Class thus conserves both individual and judicial resources.

20 Furthermore, courts need not consider manageability issues in the  
21 settlement context because “the proposal is that there be no trial,” and thus  
22 manageability considerations are no hurdle to certification for purposes of  
23 settlement. *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997). And where, as  
24 here, the Parties agreed on a proposed Settlement, “the desirability of  
25 concentrating the litigation in one forum is obvious.” *Monterrubio v. Best Buy*  
26 *Stores, L.P.*, 291 F.R.D. 443, 452 (E.D. Cal. 2013).

1                   **3. The Class Is Ascertainable.**

2           Although ascertainability is not a requirement, the proposed Settlement  
3 Class is ascertainable. *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1133 (9th  
4 Cir. 2017). A class is ascertainable if it can “be ascertained by reference to  
5 objective criteria.” *Moore*, 311 F.R.D. at 609. Here, the proposed Class is  
6 ascertainable from Defendant’s own records.

7           Here, Class membership is easily verified using the unique VINs assigned  
8 to all Class Vehicles and registration data which will be used to identify current  
9 names and addresses for Settlement Class Members. *See* SA §§ IV, V.

10                   **B. The Proposed Settlement Merits Preliminary Approval.**

11           Rule 23 provides that “[t]he claims, issues, or defenses of a certified class –  
12 or a class proposed to be certified for purposes of settlement – may be settled . . .  
13 only with the court’s approval . . . after a hearing and only on finding that it is fair,  
14 reasonable, and adequate . . .” Fed. R. Civ. P. 23(e). The Ninth Circuit recognizes  
15 a “strong judicial policy that favors settlements, particularly where complex class  
16 action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101  
17 (9th Cir. 2008). At the preliminary approval stage, the court “evaluate[s] the terms  
18 of the settlement to determine whether they are within a range of possible judicial  
19 approval.” *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. Jan. 25,  
20 2016). In making this decision, district courts must consider whether:

- 21           (A) the class representatives and class counsel have adequately  
22 represented the class; (B) the proposal was negotiated at arm’s length;  
23 (C) the relief provided for the class is adequate, taking into account:  
24 (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness  
25 of any proposed method of distributing relief to the class, including  
26 the method of processing class-member claims; (iii) the terms of any  
27 proposed award of attorney’s fees, including timing of payment; and  
28 (iv) any agreement required to be identified under Rule 23(e)(3); and  
29 (D) the proposal treats class members equitably relative to each other.

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

1 Rule 23(e) largely overlaps factors the Ninth Circuit considers for  
2 settlement approval.<sup>6</sup> “(1) the strength of the plaintiff’s case; (2) the risk, expense,  
3 complexity, and likely duration of further litigation; (3) the risk of maintaining  
4 class action status throughout the trial; (4) the amount offered in settlement; (5) the  
5 extent of discovery completed and the stage of the proceedings; (6) the experience  
6 and views of counsel; (7) the presence of a governmental participant; and (8) the  
7 reaction of the class members of the proposed settlement.” *In re Bluetooth Headset*  
8 *Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). As set forth below, the  
9 proposed Settlement likely satisfies all Rule 23(e)(2) factors and the Ninth Circuit  
10 factors, and the Court should preliminarily approve the Settlement as fair,  
11 reasonable, and adequate.

12 **1. Rule 23(e)(2)(A): Proposed Class Representatives and**  
13 **Class Counsel Adequately Represented the Class.**

14 As described above, *see* § IV.A.1.d., *supra*, and in the Court’s Certification  
15 Order, Class Representatives and Class Counsel have adequately represented the  
16 Settlement Class. ECF 206 at 1-2; *see also* Joint Decl. ¶¶ 5-56.<sup>7</sup> Since certification  
17 of the state-wide damages classes, Class Counsel has successfully opposed  
18 Defendant’s Rule 23(f) petition for permission to appeal, Defendant’s motion for  
19 summary judgment, and briefed Plaintiffs’ opposition to Defendant’s motion for  
20 decertification. During this same period, Class Counsel, through their negotiations  
21 with Honda’s counsel, successfully resolved this litigation in a manner that  
22 provides immediate benefits to all Settlement Class Members and avoids the costs,  
23 risks and delay of continued litigation. Joint Decl. ¶¶ 5-6, 27-42.

24 \_\_\_\_\_  
25 <sup>6</sup> “The goal of [the] amendment [was] not to displace any factor” that would have been relevant  
26 prior to the amendment, but rather to address inconsistent ‘vocabulary’ that had arisen among  
27 the circuits and ‘to focus the court and the lawyers on the core concerns’ of the fairness inquiry.”  
28 Fed. R. Civ. P. 23 advisory committee’s note (2018 Amendments).

<sup>7</sup> “The adequacy inquiry is ‘redundant of the requirements of Rule 23(a)(4) and Rule 23(g),  
respectively.’” *In re Bofl Holding, Inc. Sec. Litig.*, 2022 U.S. Dist. LEXIS 188621, at \*14-15  
(S.D. Cal. Oct. 13, 2022).

1                   **2. Rule 23(e)(2)(B): The Settlement Was Negotiated at Arm’s**  
2                   **Length by Informed Counsel.**

3                   The negotiations culminating in this Settlement were at arms’ length, in  
4                   good faith, and intensive, lasting over four months. Joint Decl. ¶ 27. After over  
5                   two and a half years of litigation, the Parties mediated before a highly experienced  
6                   mediator, Anthony Piazza. *Id.* ¶ 28.

7                   The Settlement was negotiated with the benefit of significant discovery  
8                   between the Parties and Class Counsel’s extensive knowledge of the Defect. Class  
9                   Counsel have substantial experience serving as counsel in class action litigation,  
10                  including litigation involving vehicle defects. Joint Decl. ¶¶ 52-54. As such, Class  
11                  Counsel were well-positioned to assess the benefits of the Settlement balanced  
12                  against the strengths and weaknesses of the Class’s claims and Defendant’s  
13                  defenses. *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528  
14                  (C.D. Cal. 2004) (“‘Great weight’ is accorded to the recommendation of counsel,  
15                  who are most closely acquainted with the facts of the underlying litigation.”).

16                  Lastly, there is no indicia of collusion or self-dealing. *Bluetooth Headset*,  
17                  654 F.3d at 946–947. Here, the Parties have not discussed the issue of Attorneys’  
18                  Fees, Expenses, and Class Representative Service Awards, and there is no “clear  
19                  sailing provision” in the Settlement Agreement. Instead, Honda retains the right to  
20                  oppose Plaintiffs’ intended requests, and the issue may be litigated before the  
21                  Court. Finally, there is no reversion provision in the Settlement. SA § IX; Joint  
22                  Decl. ¶ 43. Rule 23(e)(2)(B) is satisfied.

23                   **3. Rule 23(e)(2)(C): The Relief Provided Is Adequate.**

24                  Under Rule 23(e)(2)(C), a court’s assessment of whether a proposed  
25                  settlement is adequate takes into account: (i) the costs, risks, and delay of trial and  
26                  appeal; (ii) the effectiveness of any proposed method of distributing relief to the  
27                  class, including the method of processing class-member claims; (iii) the terms of  
28                  any proposed award of attorney’s fees, including timing of payment; and (iv) any

1 agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P.  
2 23(e)(2)(C)(i)-(iv). These factors support granting preliminary approval.

3 **a. The Risk, Expense, Complexity and Likely Duration**  
4 **of Litigation Support Settlement.**

5 The proposed Settlement, if approved, provides significant immediate  
6 benefits to the Class that greatly outweigh the costs, risks, and delay of continued  
7 litigation, which strongly supports preliminary approval.

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

16 The Settlement also provides Settlement Class Members with an Out-of-  
17 Pocket Claims Process that allows them to submit claims to recover previously  
18 unreimbursed out-of-pocket expenses incurred because of the Defect in Class  
19 Vehicles. This may include reimbursement for starter replacements, starter relay  
20 replacement, valve adjustment, and towing expenses. SA § III. The Out-of-Pocket  
21 Claims Process also covers expenses that Class Members reasonably may incur in  
22 the future due to AIS No Restart within the time limits of the existing 10-year  
23 Warranty Period or the 18-Month/24-Month Extended Claim Period.

24 This proposed nationwide Settlement provides significant relief for  
25 hundreds of thousands of owners and lessees that would not otherwise have any  
26 foreseeable path to recovery. Indeed, the only consumers who would be able to  
27 obtain relief are members of the 11 state-wide damages classes certified by the  
28 Court. *See* ECF 175, at 27-30. Moreover, Plaintiffs and the certified classes would

1 be faced with significant litigation risks at trial and on appeal. While Plaintiffs are  
2 confident in their positions, there remain issues that the Parties strongly dispute,  
3 including when Honda knew that Class Vehicles suffered from AIS No Restart,  
4 whether Honda had a duty to disclose the existence of AIS No Restart in Class  
5 Vehicles to potential customers, and whether the Defect is significant enough to  
6 render the vehicles unmerchantable under the law. *See* ECF 221.

7 Further, although the Court certified 11 state-wide damages classes, they are  
8 subject to decertification. *See Sonneveldt v. Mazda Motor of Am., Inc.*, No. 8:19-  
9 cv-01298-JLS-KES, 2023 WL 1812157, at \*3 (C.D. Cal. Jan. 25, 2023) (“Rule  
10 23(c)(1)(C) empowers district courts to decertify a class on a party’s motion or *sua*  
11 *sponte* at any point prior to the entry of final judgment.”); *see also* Fed. R. Civ. P.  
12 23(c)(1)(C). Indeed, Defendant’s motion for decertification was pending at the  
13 time this Settlement was reached. ECF 228. The risk of maintaining class action  
14 status through trial is significant, as is evinced by decisions decertifying classes in  
15 automobile defect cases. *Sonneveldt*, 2023 WL 1812157, at \*3–7; *Hamilton v. TBC*  
16 *Corp.*, No. CV 17-1060-DMG (JEMx), 2019 WL 1119647, at \*1 & n.3 (C.D. Cal.  
17 Jan. 29, 2019).

18 Here, the immediacy and certainty of substantial benefits for Class Members  
19 under the Settlement balanced against the numerous impediments to a class-wide  
20 recovery through continued litigation weigh in favor of approval. *See Brightk*  
21 *Consulting Inc. v. BMW of N. Am., LLC*, No. SACV 21-02063-CJC (JDEx), 2023  
22 WL 2347446, at \*7 (“The Settlement Agreement offers Class Members an  
23 opportunity to obtain relief at an early stage in the litigation, eliminating the risks  
24 posed by proceeding further in the action. It ensures that Class Members receive a  
25 recovery that is certain and immediate, eliminating the risk that class members  
26 would be left without any recovery . . . at all.”).

27 Without this Settlement, Settlement Class Members who currently own or  
28 lease a Class Vehicle are faced with the prospect of either having to drive vehicles



1 that are intermittently stalling or paying out-of-pocket to replace their starters,  
2 while waiting potentially years for a *possible* \$1,100 recovery. By providing an  
3 immediate, reliable avenue to the A53 Starter replacement, the Settlement provides  
4 a substantial safety benefit to the thousands of Settlement Class members who  
5 might otherwise be forced to drive vehicles that intermittently stalled in traffic or  
6 in intersections.<sup>8</sup>

7 **b. The Proposed Method of Distribution to Class**  
8 **Members Is Equitable and Effective.**

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

12 Under the Warranty Period and Extended Claims Period, Settlement Class  
13 Members whose vehicles experience AIS No-Restart after receiving the Software  
14 Update may have their starter replaced with the A53 Starter for free under warranty  
15 by bringing their Class Vehicle to any Honda or Acura dealership. SA § III. In  
16 addition, Honda agrees to provide an Extended Claim Period for all model year  
17 2015 and 2016 Class Vehicles, so that owners of such vehicles may participate in  
18 the Settlement even though the extended 10-year warranty for these vehicles will  
19 soon expire. *Id.* As discussed below, the Parties have agreed to a robust Notice  
20 Plan to inform all Settlement Class Members of their rights.

21  
22  
23 <sup>8</sup> Courts regularly approve automobile repair and reimbursement-centered settlements, such as  
24 this one, finding they provide valuable benefits and merit approval. *See, e.g., Vance v. Mazda*  
25 *Motor of Am. Inc.*, No. 8:21-cv-01890-JLS-KES, slip op. at 6–7 (C.D. Cal. Mar. 4, 2025)  
26 (granting final approval to settlement that covered repairs and associated out-of-pocket losses);  
27 *Ryan-Blaufuss v. Toyota Motor Corp.*, No. 8:18-cv-00201-JLS-KES, 2023 WL 11932256, at \*2,  
28 5 (C.D. Cal. Feb. 3, 2023) (granting final 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 \*2, 6–7 (C.D. Cal.  
Jan. 3, 2023) (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 The Notice Plan will also inform Settlement Class Members of the Out-of-  
2 Pocket Costs reimbursement process. To submit a Claim for reimbursement, Class  
3 Members need only complete a straightforward Claim Form confirming the  
4 claimant is a Class Member and providing the Required Documentation. SA § III.  
5 Claims will not be finally rejected without giving the Class Member an opportunity  
6 to cure any deficiencies and provide additional support for their Claim, as well as  
7 the opportunity to go through an appeals process. SA § V(C)-(E).

8 **c. The Proposed Attorneys' Fees, Costs and Class**  
9 **Representative Service Awards Support Preliminary**  
10 **Approval.**

11 As stated above, the Parties have not discussed or reached any agreement  
12 with respect to the appropriate amount of Attorneys' Fees, Expenses, or Class  
13 Representative Service Awards. Joint Decl. ¶ 43. Prior to the Final Approval  
14 Hearing, Class Counsel will file a motion for such fees, costs, and awards. *Id.* ¶  
15 44-50. Notice to the Class will advise them of Class Counsel's planned requests  
16 and advise them of the procedures to comment on or object to the fee petition  
before Final Approval. SA §§ IV, VII.

17 **d. The Agreements Made in Connection with the**  
18 **Proposed Settlement Are Typical and Support**  
19 **Preliminary Approval.**

20 The substantive terms of the Settlement are set forth in the Settlement  
21 Agreement, and the agreed upon language of the proposed orders and notices are  
22 set forth in the exhibits to the Settlement Agreement. No other agreements have  
23 been made in connection with the Settlement proposal. Fed. R. Civ. P. 23(e)(3).

24 **4. The Proposal Treats Settlement Class Members Fairly.**

25 The final element for consideration under Rule 23(e) is whether the  
26 proposed Settlement treats Class Members equitably in relation to one another.  
27 Fed. R. Civ. P. 23(e)(2)(D). Here, all Class Members are eligible for the same  
28 relief—the A53 Starter and valve adjustment. In addition, all Class Members may  
submit claims for reimbursement of Out-of-Pocket Costs incurred in relation to



1 the AIS System. All Class Members are thus treated equitably. Accordingly, the  
2 Court should find the Settlement is fair, reasonable, and adequately protects the  
3 interests of the Class Members.

4 **V. THE COURT SHOULD CONFIRM THE APPOINTMENT OF**  
5 **CLASS COUNSEL PURSUANT TO RULE 23(G).**

6 Rule 23(g) provides that “a court that certifies a class must appoint class  
7 counsel” taking into consideration their experience, knowledge, resources, and  
8 work on the case. At class certification, the Court appointed as Class Counsel H.  
9 Clay Barnett, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.; Adam J.  
10 Levitt of DiCello Levitt LLP; and Andrew T. Traylor of Andrew T. Traylor, P.A.  
11 Messrs. Barnett and Levitt are highly skilled and experienced in complex litigation  
12 and have successfully led a multitude of consumer class actions concerning fraud,  
13 misrepresentation and unfair practices. *See* Joint Decl. ¶¶ 52-54. Mr. Traylor is a  
14 highly experienced civil litigator that initiated the investigation of this action. *Id.*  
15 ¶ 54. Messrs. Barnett, Levitt and Traylor have led this case from the investigation  
16 phase, through fact and expert discovery, class certification, summary judgment,  
17 and settlement. *Id.* ¶¶ 55-56. Plaintiffs submit that Messrs. Barnett, Levitt and  
18 Traylor satisfy the adequacy requirements of Rule 23(g), and the Court should  
19 confirm their appointment as Class Counsel pursuant to Rule 23(g).

20 **VI. THE COURT SHOULD APPROVE THE NOTICE PLAN AND**  
21 **AUTHORIZE NOTICE TO THE CLASS.**

22 Rule 23(e)(1)(B) requires the Court to “direct notice in a reasonable manner  
23 to all class members who would be bound by the proposal.” In an action certified  
24 under Rule 23(b)(3), the Court must “direct to class members the best notice that  
25 is practicable under the circumstances, including individual notice to all members  
26 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The  
27 rule expressly approves of notice through “United States mail, electronic means,  
28 or other appropriate means.” *Id.* The adequacy of class notice is measured by  
whether the means employed to distribute the notice is reasonably calculated to

1 apprise the class of the pendency of the action, the proposed settlement and the  
2 class members' rights to opt out or object. *See Eisen v. Carlisle & Jacquelin*, 417  
3 U.S. 156, 173 (1974); *Low v. Trump Univ., LLC*, 881 F.3d 1111, 1117 (9th Cir.  
4 2018). Here, the Notice Plan meets all applicable requirements.

5 The Settlement provides for a Notice Plan that is that is well-designed to  
6 provide Settlement Class Members with clear, plainly stated information about  
7 their rights, options and deadlines in connection with this Settlement.<sup>9</sup> JND, the  
8 Notice Administrator, has more than 80 years of collective, relevant experience  
9 and has been directly responsible for the design and implementation of hundreds  
10 of class action notice plans, including some of the largest and most complex notice  
11 plans ever implemented in both the United States and Canada. *See* JND Decl.

12 The Notice Plan provides for Mailed Notice to all Settlement Class  
13 Members, Email Notice where email addresses are available, a toll-free telephone  
14 number, and a dedicated Settlement Website. SA § IV. All these avenues for notice  
15 have been approved by courts as satisfying due process. *See, e.g., Patrick v.*  
16 *Volkswagen Group of America*, No. 8:19-cv-01908-MCS-ADS, 2021 WL  
17 3616105, at \*4-5 (C.D. Cal. March 10, 2021) (citing cases) (approving class notice  
18 via mailed notice as the best practicable); *Keegan v. American Honda Motor Co.,*  
19 *Inc.*, No. 2:10-cv-09508-MMM-AJW, ECF 162 at 3 (C.D. Cal. April 11, 2013)  
20 (approving notice via direct mailed notice only). Honda will cover all costs of this  
21 extensive Notice Plan. SA § IV(J).

22 **VII. THE COURT SHOULD SET SETTLEMENT DEADLINES AND**  
23 **SCHEDULE A FINAL APPROVAL HEARING.**

24 In connection with preliminary approval, the Court must schedule the final  
25 approval hearing and set dates for other key events including mailing and

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26  
27 <sup>9</sup> The forms of notice detailed in the Settlement Agreement, Exhibits 2 and 3, are written in simple  
28 terminology, are readily understandable, and comply with the Federal Judicial Center's illustrative  
class action notices. *See* <https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction>.

1 publishing notice, objecting to the Settlement, requesting exclusion, and  
2 submitting papers in support of final approval. Plaintiffs propose the following  
3 schedule:

4 **VIII. CONCLUSION**

5 For all the above-stated reasons, Plaintiffs respectfully request that the  
6 Motion be granted and the Court enter an order, substantially in the form of  
7 Exhibit 1 to the Settlement Agreement: (a) granting preliminary approval of the  
8 proposed Settlement; (b) preliminarily certifying the proposed Settlement Class  
9 for settlement purposes only; (c) approving the form and content of, and directing  
10 the distribution of, the proposed Class Notice, annexed to the Settlement  
11 Agreement as Exhibits 2, 3, 4, and 5; (d) authorizing and directing the Parties to  
12 retain JND Legal Administration as the Notice Administrator; (e) affirming H.  
13 Clay Barnett, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.; Adam J.  
14 Levitt of DiCello Levitt LLP; and Andrew T. Traylor of Andrew T. Traylor, P.A.  
15 as Class Counsel; (f) appointing Settlement Class Representatives; and (g) setting  
16 a date and procedures for the Final Approval Hearing and setting related deadlines.

17  
18 DATED: May 12, 2025

By: /s/ H. Clay Barnett, III

H. Clay Barnett, III

W. Daniel "Dee" Miles, III

J. Mitch Williams

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*Liaison Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 12, 2025, 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 May 12, 2025.

*s/ H. Clay Barnett, III*

H. Clay Barnett, III

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

The undersigned certifies that this brief, including footnotes, contains 6,792 words, which complies with Local Rule 11-6.1.

Dated: May 12, 2025

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: May 12, 2025

/s/ H. Clay Barnett, III

H. Clay Barnett, III

**BEASLEY, ALLEN, CROW,  
METHVIN, PORTIS & MILES, P.C**