

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re HONDA IDLE STOP
LITIGATION

This Document Relates to:
ALL ACTIONS

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

CLASS ACTION

**[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT AND CERTIFYING
SETTLEMENT CLASS**

Hearing Date: _____, 2025
Time: _____ a.m./p.m.

District Judge Mark C. Scarsi
Courtroom 7C, First Street

Complaint Filed: June 21, 2022
Trial Date: Not Set

JURY TRIAL DEMANDED

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

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

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

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

26 **THE SETTLEMENT CLASS**

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

6 [A]ll individuals or legal entities who own or owned, purchase(d) or
7 lease(d) Class Vehicles in any of the fifty States. Excluded from the
8 Class are (1) AHM, its related entities, parent companies, subsidiaries
9 and affiliates, and their respective officers, directors, and employees;
10 (2) insurers or financiers of the Class Vehicles; (3) all persons and/or
11 entities claiming to be subrogated to the rights of Class Members; (4)
12 issuers or providers of extended vehicle warranties or extended
13 service contracts; (5) individuals and/or entities who validly and
14 timely opt-out of the Settlement; (6) individuals or businesses that
15 have purchased Class Vehicles previously deemed a total loss (i.e.
16 salvage) (subject to verification through Carfax or other means); (7)
17 current and former owners of a Class Vehicle who previously have
18 released all claims against AHM with respect to the issues raised in
19 the Litigation; and (8) any judge to whom this matter is assigned, and
20 his or her immediate family (spouse, domestic partner, or children).

21 “Class Vehicles” means all 2015-2020 Acura TLX, 2016-2020 Acura
22 MDX, 2016-2021 Honda Pilot, 2019-2021 Honda Passport, and 2020-2021 Honda
23 Ridgeline vehicles sold or leased in the United States equipped with a NP0 engine,
24 nine-speed automatic transmission, and equipped with the Auto Idle Stop (“AIS”)
25 feature. Any vehicle that has already received a starter motor assembly
26 replacement with the “A53” starter motor assembly for free under warranty is not
27 a “Class Vehicle” except for purposes of submitting a Claim for reimbursement of
28 “Out-of-Pocket Costs”.

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

4. The Court finds that only those persons/entities/organizations listed

1 on Appendix [REDACTED] to this Final Order have timely and properly excluded themselves
2 from the Class and, therefore, are not bound by this Final Order or the
3 accompanying Judgment.

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

8 (a) Numerosity: The Class, which is ascertainable from
9 Defendant's records as well as from other objective criteria, consists of current
10 and former owners and lessees of more than 800,000 Class Vehicles located
11 throughout the United States and satisfies the numerosity requirement of Fed. R.
12 Civ. P. 23(a)(1). Joinder of these widely dispersed, numerous Class Members into
13 one suit would be impracticable. *See Californians for Disab. Rts., Inc. v. Cal.*
14 *Dep't of Transp.*, 249 F.R.D. 334, 346 (N.D. Ca. 2008) ("While there is no bright-
15 line rule as to how many class members are required to be sufficiently numerous,
16 various courts have found that the numerosity factor is satisfied if the class
17 comprises 40 or more members....") (citing *Consol. Rail Corp. v. Town of Hyde*
18 *Park*, 47 F.3d 473, 483 (2d Cir. 1995)). Thus, the Rule 23(a)(1) numerosity
19 requirement is met.

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

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

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

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

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

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

3 H. Clay Barnett, III
4 Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
5 218 Commerce Street
6 Montgomery, Alabama 36104
7 Tel.: (800) 898-2034
8 E-mail: Clay.Barnett@beasleyallen.com

9 Adam J. Levitt
10 DiCello Levitt, LLP
11 Ten North Dearborn Street, Sixth Floor
12 Chicago, Illinois 60602
13 Telephone: 312-214-7900
14 alevitt@dicellolevitt.com

15 Andrew Traylor
16 ANDREW T. TRAILOR, P.A.
17 9990 Southwest 77 Avenue, PH 12
18 Miami, Florida 33156
19 Telephone: 305-668-6090
20 andrew@attlawpa.com

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

23 **NOTICE TO CLASS MEMBERS**

24 9. The record shows and the Court finds that the Class Notice has been
25 given to the Class in the manner approved by the Court in its Preliminary Approval
26 Order (ECF No. ____). The Court finds that such Class Notice: (i) is reasonable
27 and constitutes the best practicable notice to Class Members under the
28 circumstances; (ii) constitutes notice that was reasonably calculated, under the
circumstances, to apprise Class Members of the pendency of the Action and the
terms of the Settlement Agreement, their right to exclude themselves from the
Class or to object to all or any part of the Settlement Agreement, their right to
appear at the Final Approval Hearing (either on their own or through counsel hired

1 at their own expense) and the binding effect of the orders and Final Order and
2 Judgment in the Action, whether favorable or unfavorable, on all persons and
3 entities who or which do not exclude themselves from the Class; (iii) constitutes
4 due, adequate, and sufficient notice to all persons or entities entitled to receive
5 notice; and (iv) fully satisfied the requirements of the United States Constitution
6 (including the Due Process Clause), Fed. R. Civ. P. 23 and any other applicable
7 law as well as complying with the Federal Judicial Center's illustrative class action
8 notices.

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

15 **FINAL APPROVAL OF SETTLEMENT**

16 11. The Court finds that the Settlement Agreement resulted from
17 extensive arm's length, good faith negotiations between Class Counsel and
18 Defendant, through experienced counsel.

19 12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves,
20 in all respects, the Settlement as set forth in the Settlement Agreement and finds
21 that the Settlement Agreement, and all other parts of the Settlement are, in all
22 respects, fair, reasonable, and adequate, and in the best interest of the Class and
23 are in full compliance with all applicable requirements of the Federal Rules of
24 Civil Procedure, the United States Constitution (including the Due Process
25 Clause), the Class Action Fairness Act, and any other applicable law. The Court
26 hereby declares that the Settlement Agreement is binding on all Class Members,
27 except those identified on Appendix [REDACTED], and it is to be preclusive in the Action.

1 13. The Court finds that the Settlement Agreement is fair, reasonable and
2 adequate based on, among other things, the following factors: (1) the strength of
3 plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further
4 litigation; (3) the risk of maintaining class action status throughout the trial; (4)
5 the amount achieved or recovered in resolution of the action; (5) the extent of
6 discovery completed, and the stage of the proceedings; (6) the experience and
7 views of counsel; and (7) the reaction of the class members to the proposed
8 settlement. *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).
9 Furthermore, the Court finds that the four factors included in Rule 23(e) also weigh
10 in favor of approving the settlement: (1) the adequacy of representation by class
11 representatives and class counsel; (2) whether settlement negotiations were done
12 fairly at arm's length; (3) the adequacy of relief provided under the settlement—
13 taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the
14 effectiveness of the proposed methods of distributing relief to the class, including
15 the method of processing class-member claims, if required, (iii) the terms of any
16 proposed award of attorney's fees, including timing of payment, and (iv) any
17 agreement required to be identified under Rule 23(e)(3); and (4) the equity of
18 treatment of class members relative to one another. Fed. R. Civ. P. 23(e)(2)
19 (amended Dec. 2018).

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

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

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

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

23 18. Notwithstanding the foregoing, Class Representatives and/or Class
24 Members shall hold Released Parties harmless for all Released Claims that may
25 be asserted by another legal or natural persons (including but not limited to legal
26 guardians and estate administrators) who claim by, through, or under that Class
27 Representative or Class Member.

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

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

17 **A GENERAL RELEASE DOES NOT EXTEND TO**
18 **CLAIMS THAT THE CREDITOR OR RELEASING**
19 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
20 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**
21 **THE RELEASE AND THAT, IF KNOWN BY HIM OR**
 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
 HER SETTLEMENT WITH THE DEBTOR OR
 RELEASED PARTY.

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

27 22. The Court orders that the Settlement Agreement shall be the
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1 exclusive remedy for all claims released in the Settlement Agreement for all Class
2 Members not listed on Appendix [REDACTED].

3 23. Therefore, except for those listed on Appendix [REDACTED], all Class
4 Representatives, Class Members and their representatives are hereby permanently
5 barred and enjoined from, either directly, through their representatives, or in any
6 other capacity instituting, commencing, filing, maintaining, continuing or
7 prosecuting against any of the Released Parties (as that term is defined in the
8 Settlement Agreement) any action or proceeding in any court or tribunal asserting
9 any of the matters, claims or causes of action covered by the Release. In addition,
10 all Class Representatives, Class Members and all persons in active concert or
11 participation with Class Members are permanently barred and enjoined from
12 organizing Class Members who have not been excluded from the Class into a
13 separate class for purposes of pursuing, as a purported class action, any lawsuit
14 based on or relating to the claims and causes of action in the Action, or the Release
15 in the Settlement Agreement. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a),
16 and the exceptions to the Anti-Injunction Act, 28 U.S.C. § 2283, the Court finds
17 that issuance of this permanent injunction is necessary and appropriate in aid of its
18 continuing jurisdiction and authority over the settlement as set forth in the
19 Settlement Agreement, and the Action.

20 **OTHER PROVISIONS**

21 24. Without affecting the finality of this Final Order or the
22 accompanying Judgment, the Court retains continuing and exclusive jurisdiction
23 over the Action and all matters relating to the administration, consummation,
24 enforcement, and interpretation of the Settlement Agreement and of this Final
25 Order and the accompanying Judgment, to protect and effectuate this Final Order
26 and the accompanying Judgment, and for any other necessary purpose. The Parties,
27 the Class Representatives, and each Class Member not listed on Appendix [REDACTED] are
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1 hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this
2 Court, for the purpose of any suit, action, proceeding or dispute arising out of or
3 relating to the Settlement Agreement or the applicability of the Settlement
4 Agreement, including the exhibits thereto, and only for such purposes.

5 25. In the event that the Effective Date does not occur, certification of
6 the Class shall be automatically vacated and this Final Order and the
7 accompanying Judgment, and other orders entered in connection with the
8 Settlement Agreement and releases delivered in connection with the Settlement
9 Agreement, shall be vacated and rendered null and void as provided by the
10 Settlement Agreement.

11 26. Without further order of the Court, the Parties may agree to
12 reasonably necessary extensions of time to carry out any of the provisions of the
13 Settlement Agreement. Likewise, the Parties may, without further order of the
14 Court, agree to and adopt such amendments to the Settlement Agreement
15 (including exhibits) as are consistent with this Final Order and the accompanying
16 Judgment and do not limit the rights of Class Members under the Settlement
17 Agreement.

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

20 28. Neither this Final Order nor the accompanying Judgment (nor any
21 document related to the Settlement Agreement) is or shall be construed as an
22 admission by the Parties. Neither the Settlement Agreement (or its exhibits), this
23 Final Order, the accompanying Judgment, or any document related to the
24 Settlement Agreement shall be offered in any proceeding as evidence against any
25 of the Parties of any fact or legal claim; provided, however, that Defendant and the
26 Released Parties may file any and all such documents in support of any defense
27 that the Settlement Agreement, this Final Order, the accompanying Judgment and
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1 any other related document is binding on and shall have res judicata, collateral
2 estoppel, and/or preclusive effect in any pending or future lawsuit by any person
3 or entity who is subject to the release described above asserting a released claim
4 against any of the Released Parties.

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

7 SO ORDERED this ____ day of _____ 2025.

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11 HON. MARK C. SCARSI
U.S. DISTRICT COURT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify that on May 22, 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 22, 2025.

/s/ H. Clay Barnett, III

H. CLAY BARNETT, III

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