

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**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: May 18, 2026

Time: 9:00 a.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 June 9, 2025 Order Granting Preliminary Approval of Class Action
5 Settlement, Conditionally Certifying the Settlement Class, Directing Notice to the
6 Class, and Scheduling Final Approval Hearing (the “Preliminary Approval
7 Order”), having held a Final Approval Hearing on _____, 2026, and having
8 considered all of the submissions and arguments with respect to the Settlement
9 Agreement and related documents and exhibits, and otherwise being fully
10 informed, and good cause appearing therefore (all capitalized terms as defined in
11 the Settlement Agreement);

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

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

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

THE SETTLEMENT CLASS

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

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

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

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

4 4. The Court finds that only those persons/entities/organizations listed
5 on Appendix ___ to this Final Order have timely and properly excluded themselves
6 from the Class and, therefore, are not bound by this Final Order or the
7 accompanying Judgment.

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

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

24 (b) Commonality: The commonality requirement of Rule 23(a)(2)
25 is satisfied for settlement purposes because there are questions of law and fact that
26 center on the manufacturing and sale of Class Vehicles as alleged and/or described
27 in the Fifth Consolidated Amended Complaint, which are common to the Class.

1 See *Jiminez v. Allstate Ins. Co.*, 765 F.3d 1161, 1168 (9th Cir. 2014) (recognizing
2 “the existence of a ‘single, central, common issue of liability’ [i]s sufficient to
3 support class certification.”).

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

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

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

25 6. The designated Class Representatives are as follows: Kevin Bishop,
26 Janice Stewart, Brandon Derry, Jeff Kaminski, Devron Elliot, Marilyn Thomas,
27 Daniel Rock, Antoinette Lanus, Sirous Pourjafar, Melissa Howell, David Jew,
28

1 Sharon Marie Johnson, Liz Simpson, Hamid Balooki, Malik Barrett, Sean Crary,
2 Sadia Durrani, Abby O’Neill, Latasha Ransome, and Ali Qureshi. The Court finds
3 that these Class Members have adequately represented the Class for purposes of
4 entering into and implementing the Settlement Agreement.

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

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

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

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

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

27 **NOTICE TO CLASS MEMBERS**

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

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

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

18 **FINAL APPROVAL OF SETTLEMENT**

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

22 12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves,
23 in all respects, the Settlement as set forth in the Settlement Agreement and finds
24 that the Settlement Agreement, and all other parts of the Settlement are, in all
25 respects, fair, reasonable, and adequate, and in the best interest of the Class and
26 are in full compliance with all applicable requirements of the Federal Rules of
27 Civil Procedure, the United States Constitution (including the Due Process
28

1 Clause), the Class Action Fairness Act, and any other applicable law. The Court
2 hereby declares that the Settlement Agreement is binding on all Class Members,
3 except those identified on Appendix ____, and it is to be preclusive in the Action.

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

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

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

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

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

27
28

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

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

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

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

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

6 22. The Court orders that the Settlement Agreement shall be the
7 exclusive remedy for all claims released in the Settlement Agreement for all Class
8 Members not listed on Appendix ____.

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

26
27
28

OTHER PROVISIONS

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

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

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

26 27. Nothing in this Final Order or the accompanying Judgment shall
27 preclude any action in this Court to enforce the terms of the Settlement Agreement.
28

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

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

15 SO ORDERED this ____ day of _____ 2026.

16
17
18
19
20
21
22
23
24
25
26
27
28

HON. MARK C. SCARSI
U.S. DISTRICT COURT JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.
272 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
E-mail: Clay.Barnett@beasleyallen.com