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

15 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

**STIPULATION FOR ORDER  
CLARIFYING CLASS DEFINITION  
IN CLASS SETTLEMENT  
PRELIMINARY APPROVAL  
ORDER**

[Filed Concurrently with [Proposed]  
Order and Declaration of Daniel Ferri]

Action Filed: June 21, 2022

1 Plaintiffs and Defendant American Honda Motor Co., Inc. (“Defendant”)  
2 (together the “Parties”), through their respective counsel of record, hereby stipulate  
3 as follows:

4 WHEREAS, on May 12, 2025, Plaintiffs filed their Unopposed Motion for  
5 Preliminary Approval of Class Action Settlement. ECF No. 245.

6 WHEREAS, on May 22, 2025, Plaintiffs filed a Notice of Filing Updated  
7 Versions of Settlement Agreement Exhibits and Settlement Agreement Signature  
8 Page. ECF No. 248.

9 WHEREAS, due to a scrivener’s error, the Settlement Class definition in the  
10 Proposed Order filed with the Updated Versions of Settlement Agreement Exhibits  
11 did not include individuals or legal entities who own or owned, purchase(d) or  
12 lease(d) Class Vehicles in the District of Columbia (*see* ECF No. 248-2 at 3), even  
13 though such individuals are contemplated for inclusion in the Settlement Class under  
14 the definition of “Class Vehicles” which includes the listed vehicles sold in the United  
15 States (which includes the District of Columbia).

16 WHEREAS, on June 9, 2025, the Court preliminarily approved the Parties’  
17 class action settlement, conditionally certifying the settlement class as imprecisely  
18 defined in the updated the Proposed Order. ECF No. 249.

19 WHEREAS, the Postcard and Long Form Class Notices that the Court  
20 approved in its Preliminary Approval Order define the settlement class to include  
21 anyone who “purchased or leased a Class Vehicle in the United States,” and thus do  
22 not require clarification. *See* ECF Nos. 248-3 at 3; 248-4 at 1, 4.

23 IT IS THEREFORE STIPULATED AND AGREED that, subject to Court  
24 approval, and in the interest of facilitating this class action settlement, the Court may  
25 enter an order that:

26 Clarifies and updates the definition of the settlement class that the Court  
27 conditionally certified in its Preliminary Approval Order (ECF No. 249) to be defined  
28 as follows:

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

15  
16 DATED: June 13, 2025

DICELLO LEVITT LLP

17 By: /s/ Adam J. Levitt

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15 *Attorneys for Plaintiffs*

16  
17 Dated: June 13, 2025

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21 Zourik Zarifian

22 *Attorneys for Defendant,*  
23 *American Honda Motor Co., Inc.*  
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**Certification of Compliance with C.D. Cal. L.R. 5-4.3.4**

I hereby certify that pursuant to C.D. Cal. L.R. 5-4.3.4, I have obtained the authorization from the above signatories representing Plaintiffs to file the above-referenced document, and that the above signatories concur in the filing's content.

/s/ Daniel R. Ferri

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