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N.D. OF ALABAMA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF ALABAMA

TUCKER OLIVER, et al. individually and on behalf of all others similarly situated, Plaintiffs, v. AMERICAN HONDA MOTOR CO., INC., and DENSO INTERNATIONAL AMERICA, INC. Defendants.	Case No. 5:20-cv-00666-MHH Chief Judge Madeline H. Haikala

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Pursuant to Federal Rule of Civil Procedure Rule 23(e), Plaintiffs Lashonda Walters-Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler ("Plaintiffs"), on behalf of themselves and the proposed Class, by and through their counsel, hereby respectfully submit the following unopposed motion and request entry of an order, substantially in the form of Exhibit 3 to the Settlement Agreement:

1) Granting preliminary approval of the proposed Settlement;

2) Preliminarily certifying the proposed Class for settlement purposes only;

3) Approving the form and content of, and directing the distribution of, the proposed Class Notice;

4) Authorizing and directing the Parties to retain Epiq Class Action & Claims Solutions, Inc., as the Notice Administrator;

5) Appointing Defendant American Honda Motor Co., Inc., as the Settlement Administrator;

6) Appointing Patrick J. Hron of Benchmark Settlement Administration and Mediation Service to serve as the Settlement Special Master;

7) Appointing W. Daniel "Dee" Miles, III, of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Christopher A. Seeger of Seeger Weiss, and Adam J. Levitt of DiCello Levitt LLP as Class Counsel;

8) Appointing Plaintiffs Lashonda Walters-Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler as Class Representatives;

9) Scheduling a Final Approval Hearing on the proposed Settlement and set related deadlines as further defined in the proposed Preliminary Approval Order filed herewith;

10) Issuing a preliminary injunction pending final approval of the proposed Settlement; and

11) Issuing related relief as may be appropriate.

Plaintiffs bring this motion on the grounds that: (a) the proposed settlement is fair, adequate, and reasonable; (b) the proposed forms and methods of notice satisfy due process and are reasonably calculated to reach the Class Members and apprise them of the essential terms of the Settlement Agreement and their rights with respect thereto; and (c) the proposed Class satisfies requirements for class certification of Rules 23(a) and (b)(3).

This motion is based on the contemporaneously filed Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval; the Settlement Agreement; the Joint Declaration of W. Daniel "Dee" Miles, III, Chritopher A. Seeger, and Adam J. Levitt, together with all exhibits attached thereto; and all pleadings, records, and papers on file with the Court in this action.

Dated: April 14, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on April 14, 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 April 14, 2026.

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NORTHERN DISTRICT OF ALABAMA

TUCKER OLIVER, et al. individually and on behalf of all others similarly situated, Plaintiffs, v. AMERICAN HONDA MOTOR CO., INC., and DENSO INTERNATIONAL AMERICA, INC. Defendants	Case No. 5:20-cv-00666-MHH Chief Judge Madeline H. Haikala

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

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Pursuant to Federal Rules of Civil Procedure Rule 23(e), 23(a) and 23(b)(3), Plaintiffs Lashonda Walters-Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler ("Plaintiffs"), on behalf of themselves and the proposed Class (defined below), respectfully move for an order preliminarily approving the proposed Settlement Agreement,[1] certifying the proposed Class for settlement purposes, directing notice to the Class, and issuing related relief. The proposed nationwide Settlement resolves all economic loss Class claims against Defendants American Honda Motor Co., Inc. ("Honda") and Denso International America, Inc. ("Denso").[2]

I. INTRODUCTION

This Settlement, which stands to benefit the current, former, and future owners and lessees of over 6.3 million Honda and Acura vehicles, is the culmination of nearly five years of hard-fought litigation and twelve months of arm's length settlement negotiations. During that time, the Parties were able to rigorously assess the merits of their respective claims and defenses. The Court issued two detailed rulings addressing the legal sufficiency of Plaintiffs' claims; Plaintiffs conducted

[1] The Settlement Agreement is referenced as "SA" in this brief and, except where indicated, all capitalized, defined terms have the same meanings ascribed to them as in the Settlement Agreement. *See* SA, § II.

[2] Defendants Honda Motor Co., Ltd., and Denso Corporation, which are the corporate parents of Defendants American Honda Motor Co., Inc., and Denso International America, Inc., respectively, were voluntarily dismissed from this Action. ECF 69, 70.

extensive formal and confirmatory discovery; and the Parties participated in three mediations before the Hon. Gerald E. Rosen (Ret.) of JAMS, Inc. Armed with the record developed through these efforts, the Parties reached a Settlement that provides valuable economic relief to the Settlement Class.

The Settlement covers approximately 3.25 million Recalled Vehicles and 3.1 million Additional Vehicles (the "Covered Vehicles") originally equipped with Denso Fuel Pumps that Plaintiffs allege are defective and pose a safety risk. Under the Settlement, Honda will provide a fifteen-year or 150,000-mile extended Limited Warranty—whichever comes first—for the repair or replacement of Fuel Pumps in all 6.3 million Covered Vehicles, including 3.1 million Additional Vehicles that will, for the first time, be entitled to receive a replacement Fuel Pump at no charge.

To ensure Class Members can access this relief conveniently and without incurring future costs, Honda will also provide free loaner vehicles that Class Members may keep for 24 hours or longer, and free towing if their vehicle is inoperable or unsafe to drive. In addition, Class Members—including former owners and lessees—with valid claims will be reimbursed for past fuel pump-related repair costs, as well as associated rental vehicle and towing expenses, without caps or durational limits. As part of the Settlement benefits, Defendants will also fund a robust Notice Program, administer the Out-of-Pocket Reimbursement Program, pay the fees and expenses of a Settlement Special Master who will assist the

implementation of and resolve disputes that may arise under the Settlement, and pay any Attorneys' Fees, Costs, and Expenses, and Class Representative service awards approved by the Court.

This Settlement is the fourth, final, and, with 6.3 million Covered Vehicles, the largest class action settlement concerning vehicles with allegedly defective Denso Fuel Pumps. The prior settlements, the biggest of which covered 4.8 million vehicles, were approved and successfully implemented.[3] Like those settlements, but on a larger scale, this Settlement provides effective and valuable relief to current, former and future owners and lessees of Honda and Acura vehicles. The Settlement is fair, reasonable and adequate, and warrants preliminary approval.[4]

II. SUMMARY OF RELEVANT FACTS

A. Procedural History

Plaintiff Oliver Tucker filed this class action on May 11, 2020, asserting claims against Honda and its parts supplier, Denso, arising from their manufacturing, marketing and sale of Honda and Acura vehicles equipped with Denso Fuel Pumps, which Plaintiffs alleged were defective. Joint Dec., ¶ 8. The Fuel Pumps contained

[3] *Cheng, et al. v. Toyota Motor Corp. et al.*, Case No. 1:20-cv-00629-JRC (E.D.N.Y.), ECF 192, 193 (settlement covering 4.8 million vehicles; approved December 20, 2022); *Cohen v. Honda of America, Inc., et al.*, Case No. 1:20-cv-08442-CPO-AMD (D.N.J.), ECF 259, 260 (settlement covering 1.4 million vehicles; approved December 10, 2024); *Vance v. Mazda Motor of America, Inc., et al.*, Case No. 8:21-cv-01890-CJC-KES (C.D. Cal.), ECF 156 (settlement covering 603,036 vehicles; approved March 4, 2025).

[4] *See* Joint Declaration of W. Daniel "Dee" Miles III, Christopher A. Seeger and Adam J. Levitt in Support of Joint Motion for Preliminary Approval ("Joint Declaration" or "Joint Dec.").

low-density impellers that could fail under normal operating conditions, causing vehicles to stall, hesitate, or become inoperable, creating safety risks. ECF 1, ¶¶ 1-2, 6. Thus, in 2020, Denso recalled 2,156,057 of its Fuel Pumps and Honda recalled 135,995 of its vehicles. Joint Dec., ¶ 7.

As more consumers came forward and Plaintiffs' continued investigation began to yield additional material evidence, Plaintiffs amended their complaint twice in 2020. Joint Dec., ¶ 12; ECF 23, 43. On February 17, 2021, on Plaintiffs' motion, the Court consolidated *Cummings v. Honda Motor Co. Ltd*., Case No. 5:20-cv-02065 (N.D. Ala.),[5] with this Action, and Plaintiffs filed their Consolidated Complaint on March 1, 2021. ECF 52. Honda recalled an additional 624,552 vehicles between March and May 2021. Joint Dec., ¶ 12.

On May 3, 2021, Plaintiffs filed their 345-page Consolidated Amended Complaint ("CAC"). ECF 57. Plaintiffs asserted multi-state and state class claims for violations of state consumer protection statutes, strict liability, and fraud claims against both Defendants, and claims for breach of express and implied warranty, negligent recall, and a claim under the Magnuson-Moss Warranty Act on behalf of a nationwide class, against Honda. *Id.*, ¶¶ 422-1338. The CAC incorporated

[5] Another action captioned *Nathaniel Booker et al. v. American Honda Motor Co., Inc.*, No. 2:20-cv-05166-SVW (C.D. Cal.), was filed in the Central District of California on June 10, 2020. On October 20, 2020, the *Booker* case was stayed pending resolution of this Action. The Booker case was voluntarily dismissed with prejudice on March 30, 2026.

expanded allegations concerning the causes of the defect, informed by the investigation conducted by an independent automotive engineering expert, and, again, alleged that Honda's Recalls failed to include all vehicles equipped with defective Fuel Pumps. *Id.*, ¶¶ 218-268. Plaintiffs asserted 78 claims against Honda and 40 claims against Denso. Joint Dec., ¶ 13.

On June 15, 2021, Honda and Denso filed separate, lengthy, motions to dismiss the CAC (ECF 62-64), which were thoroughly briefed and submitted on September 27, 2021. ECF 73, 74, 81, 82. On October 4, 2022, the Court heard argument on the motions to dismiss and, on March 15, 2023, issued two detailed opinions granting in part and denying in part Honda's and Denso's motions to dismiss, with leave to replead some claims.[6] ECF 96. After the Court's rulings, Plaintiffs proceeded to discovery with 37 claims against Honda and 21 claims against Denso. Joint Dec., ¶ 14.

Plaintiffs later filed their Second and, on June 16, 2023, their Third Consolidated Amended Complaint ("TCAC")[7] (ECF 108), repleading the claims the Court dismissed without prejudice. Joint Dec., ¶ 15. The TCAC asserted multi-state

[6] The Court denied Denso's motion to dismiss Plaintiffs' strict liability claims under the laws of 1 state, fraud claims under the law of 2 states, and consumer protection claims under the laws of 2 states. ECF 96. The Court also denied Honda's motion to dismiss Plaintiffs' breach of implied warranty claims under the laws of 4 states, fraud claims under the laws of 6 states, and consumer protection and strict liability claims under the laws of 12 states. *Id.*

[7] Plaintiffs filed TCAC for the sole purpose of removing the claims that had been dismissed without leave to replead. ECF 106, p. 3 n. 1; ECF 108, p. 3 n. 1.

and/or state claims for violations of state consumer protection statutes, breach of implied warranty, fraudulent omission, strict products liability, and negligent recall. Defendants moved to dismiss the TCAC, which the Parties briefed until September 2023. ECF 112-15, 117-18, 121-22; Joint Dec., ¶ 15.

In December 2023, Honda recalled an additional 2,490,460 Honda and Acura Vehicles, bringing the total Recalled Vehicle count to approximately 3.2 million. Joint Dec., ¶ 16.

On September 24, 2024, the Court denied Defendants' motions to dismiss the TCAC without prejudice (ECF 159), and Denso and Honda filed their answers to the TCAC on October 29 and October 30, 2024, respectively. ECF 163, 164. The case then proceeded to fact discovery, ultimately leading to the Settlement now before the Court. Joint Dec., ¶ 17.

B. Discovery

Over nearly five years of litigation, Plaintiffs conducted an extensive factual investigation and engaged in substantial, hard-fought discovery to build their case for trial, which provided more than sufficient to evaluate the merits of their claims, and Defendants' defenses, for settlement. Joint Dec., ¶ 18.

Plaintiffs' investigation began prior to filing suit and continued throughout the litigation. Among other things, Plaintiffs' counsel analyzed: consumer complaints to identify trends in the patterns and symptoms of reported Fuel Pump

issues, analyzed warranty and field data, Recall materials submitted to the National Highway Traffic Safety Administration ("NHTSA"), relevant technical literature, and other publicly available information relating to the Fuel Pumps. Joint Dec., ¶ 19. Plaintiffs worked closely with an automotive engineering expert to assess the causes of the alleged defect and potential remedies. *Id.*

After the Court's ruling on the first motions to dismiss (ECF 96), the Parties engaged in nearly two years of contested discovery requiring meet-and-confer efforts, negotiation of a confidentiality order and ESI protocol, and Court involvement. Honda and Denso ultimately produced 44,854 documents, including highly technical engineering and design materials, many of which were in a foreign language; warranty and field data; Recall strategy documents; and materials relating to the development, testing, and implementation of Recall countermeasures. *Id.* ¶ 20.

With the assistance of automotive experts, Plaintiffs' counsel thoroughly reviewed and analyzed these documents, focusing on confirming the alleged defect, assessing Recall countermeasures and scope of the Recall, and evaluating manufacturing and design processes. *Id.* ¶ 21. Plaintiffs also took depositions of four Honda and Denso engineers whose testimony confirmed the findings of Plaintiffs' experts concerning the alleged defect, the efficacy of the Recall countermeasures, and the scope of affected vehicles. *Id.* Three Plaintiffs' Covered Vehicles underwent day's-long inspections by Plaintiffs' and Defendants' respective experts in

Massachusetts, Louisiana, and Ohio. Plaintiffs also defended the depositions of nine Plaintiffs. *Id.*

With fact discovery nearly complete and the case poised for expert discovery, on January 17, 2025, Defendants moved to extend the then fact discovery deadline of February 26, 2025 (ECF 165) to June 26, 2025, which Plaintiffs opposed. ECF 166; Joint Dec., ¶ 22. On February 3, 2025, the Parties informed the Court that they had scheduled a mediation before Judge Rosen for March 14, 2025, to explore settlement, and, except for certain already scheduled depositions, sought an extension of pending deadlines, which the Court granted. ECF 168, 169; Joint Dec. ¶ 22.

C. Settlement Negotiations and Mediations

Settlement negotiations were conducted in good faith and at arm's length by experienced counsel only after Plaintiffs obtained substantial discovery and developed a detailed understanding of the technical, factual, and legal issues in dispute. Joint Dec., ¶ 23. Plaintiffs carefully evaluated the risks, costs, and delay associated with continued litigation, including class certification, summary judgment, trial, and appeal. *Id.*

In aid of mediation, Plaintiffs' counsel synthesized the extensive evidentiary record into detailed, data-driven presentations used in advance of and during mediation. *Id.*, ¶ 24. The presentations summarized the technical evidence,

manufacturing history, warranty and field rate analyses, and Recall decision-making to test the Parties' competing positions and inform settlement discussions, and demonstrated that significant questions remained concerning the scope of the affected vehicle population. *Id.* Plaintiffs' presentations were carefully crafted to also demonstrate that there are viable and effective measures to address any such deficiencies. *Id.* The evidence and analyses presented by Plaintiffs ultimately led to this Settlement, which covers all Honda and Acura vehicles equipped with allegedly defective Fuel Pumps, the very relief Plaintiff Oliver sought when he filed his complaint in May 2020, and every subsequent complaint. *Id.*; ECF 1, at 79-80.

On March 14, 2025, the Parties participated in a full-day in-person mediation followed by another full-day in-person mediation on April 21, 2025, at the conclusion of which the Parties executed a conditional merits term sheet. Joint Dec., ¶ 25. On August 27, 2025, the Parties engaged in another full-day mediation session to address all open terms of the Settlement. *Id.* While the Parties did not resolve all issues during the mediation, the Parties continued to negotiate terms directly and reached agreement on the material substantive terms of relief by January 3, 2026. *Id.*

Over the course of these negotiations, Plaintiffs and their counsel zealously advocated on behalf Class Members and worked diligently to resolve complex issues to reach a fair resolution for the Class. *Id.* ¶ 26. Class Counsel's rigorous review and analysis of Defendants' productions and subsequent intense negotiations culminated

in significant additional relief for the Class, including the expanded Limited Warranty for the approximately 3.25 million Recalled Vehicles and 3.1 million Class Vehicles that Honda had previously excluded from any market action related to low-pressure fuel pumps. *Id.* Plaintiffs also obtained targeted confirmatory discovery to verify that all versions of particular models would be included in the Settlement. *Id.* The Settlement, if approved, will provide meaningful relief to owners and lessees of all affected vehicles.

After the Parties reached agreement on the material terms of the substantive relief, they participated in a separate mediation session on January 13, 2026, to address Attorneys' Fees and Expenses, which did not result in an agreement. *Id.* ¶ 27. The Parties thereafter sought and obtained an extension to March 16, 2025, to their motion for preliminary approval, which was subsequently extended to March 31, 2025. ECF 191, 195, 197.

III. MATERIAL TERMS OF THE SETTLEMENT

A. The Class

The Class, for settlement purposes only, is comprised of all individuals or legal entities who, at any time as of the Preliminary Approval Order, own or owned, purchase(d) or lease(d) Covered Vehicles in any of the fifty States, the District of Columbia or Puerto Rico.[8]

[8] Excluded from the Class are: (a) Honda, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and

The Covered Vehicles include Honda and Acura vehicles spanning over nine model years, as listed in Exhibits 1 and 2 to the Settlement Agreement.

B. The Settlement Benefits

Defendants agreed to provide the following Settlement benefits to the current and former owners and lessees of the over 6.3 million Covered Vehicles:

1. Limited Warranty

Honda will provide warranty coverage for all low-pressure Denso Fuel Pumps in the Covered Vehicles. This includes the 3,251,007 Recalled Vehicles covered by Honda's Recalls 20V-314, Recall 21V-215, and Recall 23V-858, and the 3,091,432 Additional Vehicles that will be entitled for the first time to have their Fuel Pumps repaired and replaced, at no cost, as a result of this Settlement. The Limited Warranty will last for fifteen (15) years, measured from the In-Service Date of the Covered Vehicle, or up to 150,000 total miles, whichever comes first.[9] For any Covered Vehicle that already exceeds the time and/or mileage limitations as of the Final Effective Date, the Limited Warranty will last for ninety (90) days from the Final

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employees; and Honda Dealers and Honda Dealers' officers and directors; (b) Denso, its officers, directors and employees; its affiliates and affiliates' officers, directors and employees; its distributors and distributors' officers, directors and employees; (c) Plaintiffs' Counsel; and (d) judicial officers and their immediate family members and associated court staff assigned to this case. In addition, persons or entities are not Class Members once they timely and properly exclude themselves from the Class, as provided in the Settlement Agreement, and once the exclusion request is finally approved by the Court.

[9] Salvaged Vehicles, inoperable vehicles, and vehicles with titles marked flood-damages are not eligible for this benefit. SA, § III.A.1.

Effective Date. Any Fuel Pumps installed during this ninety (90) day period will continue to be covered under Honda's one (1) year genuine replacement parts warranty. SA, §§ III.A.1. The benefits under the Limited Warranty travel with the Covered Vehicles, meaning subsequent owners and lessees will be entitled to the same relief. *Id.*

If the Settlement is approved, the Limited Warranty will begin no later than 30 days after the Final Effective Date. SA, § III.A.2. During the twelve (12) months after the Final Effective Date, Honda's Counsel will provide quarterly reports to Class Counsel concerning repairs of Fuel Pumps pursuant to the Limited Warranty. SA, § III.F.2.

2. Loaner Vehicles During Repair and Towing

Honda will offer and provide upon request a free loaner vehicle to eligible Class Members whose Covered Vehicles are undergoing repair/replacement under the Limited Warranty. SA, § III.A.3(a). If a Class Member has a demonstrable need for a loaner vehicle comparable to his or her Covered Vehicle, Honda, through its dealers, will use good-faith efforts to provide one. *Id*. Class Members may return the Loaner Vehicle up to 24 hours after they drop off their Covered Vehicle at the Honda Dealer, or 24 hours after they are informed by the Honda Dealer that the repair on their Covered Vehicle has been completed, whichever is later. *Id*. If the Covered Vehicle is inoperable or is exhibiting a dangerous condition, the Class Member may

contact a Honda Dealer to arrange for towing to the nearest Honda Dealer. *Id.*, § III.A.3(b).

3. Settlement Special Master

Subject to Court approval, the Parties have agreed Patrick Hron of Benchmark Settlement Administration and Mediation Service will act as the Settlement Special Master. Mr. Hron is an experienced mediator and special master who has overseen some of the largest class action settlements, including *In Re: Takata Airbag Products Liability Litigation*, MDL 2599 (S.D. Fla); *In Re: Oil Spill By The Oil Rig "Deepwater Horizon*, MDL 2179 (E.D. La). Mr. Hron will assist with implementing the Settlement, resolve any disputes that may arise including any disagreement among the Parties concerning the Settlement Administrator's disposition of any Claim, and the resolution of issues regarding any denial of Settlement benefits raised by Class Members on which the Parties are unable to agree after a good-faith attempt. SA, § III.C. Defendants will pay the fees and expenses of the Settlement Special Master. SA, III.C.

4. Out-of-Pocket Claims Process

The Settlement provides a streamlined Out-of-Pocket Claims Process through which Class Members may seek reimbursement for reasonable, unreimbursed expenses incurred before the Final Effective Date to repair or replace a Fuel Pump in a Covered Vehicle. SA, § III.D.1. This relief benefits current and former owners

and lessees of Covered Vehicles. Recoverable expenses include rental vehicles, towing, and unreimbursed repairs or part replacements, including parts, labor, and diagnostic fees related to or resulting from the Fuel Pump.[10]

To obtain relief, Class Members must timely submit a Claim Form with Supporting Documentation during the Claim Submission Period. SA, §§ II.A.44, III.D.1. The documentation requirement is minimal and requires only proof that the claimed expense was incurred or paid. SA § II.A.44. Claims may be submitted by mail or online through the Settlement Website. SA § III.D.3.

Subject to Court approval, Honda will administer the Out-of-Pocket Claims Process. Courts have previously approved Honda serving in this role. *See In re Honda Idle Stop Litig*., 347 F.R.D. 528, ECF 249 (C.D. Cal. 2024) (granting preliminary approval and appointing Honda as the settlement administrator); *Banh v. Am. Honda Motor Co., Inc*., No. 2:19-CV-05984-RGK-AS, ECF 237 (C.D. Cal. Jan. 19, 2022) (approving class settlement and appointing Honda as settlement administrator); *Conti v. Am. Honda Motor Co.,* No. CV 19-02160-CJC(GJSX), ECF 99 (C.D. Cal. Jan. 4, 2022*)* (same) .

[10] Out-of-pocket expenses that are the result of damage, collision, and/or misuse/abuse will not be eligible for reimbursement. Vehicles where the title, prior to the date of the qualifying Fuel Pump repair, was transferred to a salvage yard, junkyard, wreckage facility, or similar entity, inoperable vehicles, and vehicles with titles marked flood-damaged are not eligible for this benefit. SA, § III.D.2.

The Settlement Administrator is responsible for reviewing and processing Claims and determining whether additional documentation is required. SA, § III.D.4. Using reasonable efforts, the Settlement Administrator must complete its review within sixty (60) days of receipt. SA, § III.D.6. Approved Claims will be paid, using reasonable efforts, by the later of sixty (60) days after receipt of the Claim or the entry of the Final Order and Judgment. *Id.* If any checks remain uncashed after ninety (90) days, the Settlement Administrator will follow up with the Class Member and reissue checks, if necessary. If a Claim is deemed deficient, the Settlement Administrator will notify the Class Member by mail and/or email and allow sixty (60) days to cure the deficiency. SA, § III.D.5. Claims that are not timely cured will be denied. *Id.* Accepted Claims will be paid in the next distribution of checks. *Id.*

To protect the interests of Class Members, Class Counsel, Honda's Counsel and Denso's Counsel – and, if necessary, the Settlement Special Master – will be involved in the disposition of each Claim that the Settlement Administrator believes should be rejected. SA, § III.D.9. The Settlement Administrator must provide notice and each Claim with Supporting Documentation to Counsel within sixty (60) days of its initial determination, after which counsel have fifteen (15) days to meet and confer. If counsel cannot agree, the Settlement Special Master will make a final determination.

The Settlement Administrator will provide status reports to Class Counsel, Honda's Counsel and Denso's Counsel every three (3) months until the distribution of the last check, including copies of all rejection notices. SA, § III.D.10.

5. Reconsideration Procedure for Denial of Coverage

Class Members and/or subsequent purchasers or lessees of a Covered Vehicle who are denied coverage for repairs under the Limited Warranty may take their vehicle to a second Honda Dealer, and, if the second Honda Dealer determines the vehicle qualifies for a repair and/or replacement of the Fuel Pump, the Class Member and/or subsequent purchaser or lessee will receive the benefits as provided in the Settlement Agreement. SA, § III.B.

6. Settlement Oversight

In addition to the reconsideration procedure, if a Class Member, after exhausting all other means of resolution available, still has a dispute relating to reimbursement of Out-of-Pocket Claims or entitlement to any benefit under the Limited Warranty, the dispute may be referred to the Settlement Special Master, Class Counsel, Honda's Counsel and Denso's Counsel within twenty (20) days of the denial. SA, § III.F.1. Counsel may make a joint recommendation or separately relay their positions to the Settlement Special Master within thirty (30) days, who will make the final determination and provide directions for implementation within thirty (30) days. Defendants' Counsel, and/or the Settlement Administrator, will

implement the Settlement Special Master's determination within thirty (30) days. If the determination allows a previously denied Claim, the Settlement Administrator will make reasonable efforts to pay the Claim in the next distribution. *Id.*

C. Notice Program

Subject to Court approval, the Parties have agreed that Epiq Class Action and Claims Solutions, Inc. ("Epiq") will serve as the Notice Administrator. SA, §II.A.33. As set forth in Section VI, Epiq has designed and will implement an expansive Notice Program (SA, Ex. 4) to provide Class Members with clear, plain-language explanation of their rights, options, and deadlines under the Settlement, including their rights to object to or opt out of the Settlement. SA, Ex. 4.

The Long Form Notice, Claim Form, and Settlement Website will also explain the Out-of-Pocket Claims Process, including how and by when Claims must be submitted, the Supporting Documentation required for a valid Claim, and how Class Members may obtain assistance from the Settlement Administrator or Class Counsel. SA, § III.D.3 and Ex. 7. The Long Form Notice and Settlement Website will provide a mailing address, email address, and toll-free telephone number for contacting the Settlement Administrator.

Defendants will fund all costs of the Notice Program separately from, and in addition to, any benefits provided to Class Members under the Settlement. *Id.*, § III.

D. Release of Claims/Liability

In consideration of the Settlement benefits, the Defendants and their related entities and affiliates (the "Released Parties," as defined in SA, § I.A.41) will receive a release of claims related to the Covered Vehicles' Fuel Pumps, including claims that were or could have been asserted in the litigation (the "Release," as defined in SA, § VII.). The scope of the Release reflects the issues, allegations and claims in this Action, and specifically excludes claims for personal injury, wrongful death or physical property damage (other than damage to the Fuel Pump in the Covered Vehicle itself). *Id*. The full text of the Release will be attached to the Long Form Notice and available on the Settlement Website.

IV. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL

Rule 23(e) requires court approval of any proposed class settlement and permits preliminary approval where the court is likely to (1) approve the settlement as fair, reasonable, and adequate under Rule 23(e)(2), and (2) certify the class for settlement purposes. Fed. R. Civ. P. 23(e)(1)–(2). In the Eleventh Circuit, "[p]ublic policy strongly favors the pretrial settlement of class action lawsuits" such as this one. *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992).

Under Rule 23(e)(2), in determining whether a court will be able to approve a proposed settlement as fair, reasonable, and adequate, the Court must consider whether:

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

Fed. R. Civ. P. 23(e)(2). These factors are not intended to "displace" any factor previously adopted by the courts, but "rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Advisory Committee Notes to 2018 Amendments, 342 F.R.D. 904, at 918. For this reason, the factors used by courts in the Eleventh Circuit—known as the "*Bennett* factors"—to evaluate the propriety of a class action settlement, which overlap with Rule 23(e)(2), are still relevant. *Ponzio v. Pinon*, 87 F.4th 487, 494-95 (11th Cir. 2023); *In re Blue Cross Blue Shield Antitrust Litig.*, 2024 WL 4982979, at *18 (N.D. Ala. Dec. 4, 2024).

The *Bennett* factors are: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

The proposed Settlement satisfies all of the Rule 23(e)(2) factors and relevant *Bennett* factors,[11] and should be preliminarily approved as fair, reasonable, and adequate.

A. Rule 23(e)(2)(A)-(B): The Settlement Is The Result Extensive Litigation And Thorough, Fair, Arm's Length Negotiations By Informed Counsel

Rule 23(e)(2) asks whether "the class representatives and class counsel have adequately represented the class" and "the proposal was negotiated at arm's length." Fed. R. Civ. P. 23(e)(2)(A)-(B).[12]

The Court has already recognized Class Counsel's experience and qualifications by appointing them interim class counsel. ECF 49, 87, 194. The record demonstrates that Class Counsel worked diligently to lead this case to a successful resolution.

After conducting thorough pre-filing investigations and legal research, Class Counsel crafted a comprehensive pleading asserting claims against Honda and Denso, the supplier of the Fuel Pumps, which raises special pleading challenges because Denso is not a direct seller to consumers. Plaintiffs and Class Counsel

[11] Because notice to the proposed Class has not yet been issued, the fifth *Bennett* factor which considers "the substance and degree of opposition to the settlement" cannot be assessed. *Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 560 (N.D. Ga. 2007).

[12] Rule 23(e)(2)(A)'s adequacy inquiry is "redundant of the requirements of Rule 23(a)(4) and Rule 23(g)." 4 Newberg and Rubenstein on Class Actions, § 13:48, (6th ed.). Rule 23(a)(4) and Rule 23(b) are discussed in Sections V.B and V.A, *infra*.

vigorously prosecuted this Action—skillfully opposing multiple motions to dismiss, conducting extensive discovery, and developing a detailed factual and technical record. That work included review of tens of thousands of pages of highly technical discovery material, depositions of Honda and Denso engineers, inspections of Class Vehicles, and consultation with automotive engineering experts. In addition, proposed Class Counsel, all of whom have led numerous auto defect cases, served as class counsel in at least one of the three earlier Denso Fuel Pump cases – one was Class Counsel in all three – and acquired a deep understanding of the issues, which enabled them to assess the best means to ensure that all affected Honda and Acura vehicles are fitted with safe and durable Fuel Pumps. Joint Dec., ¶¶ 37-42. As a result, Class Counsel entered settlement negotiations fully informed of the strengths and weaknesses of the Parties' respective positions, and the challenges both sides face in litigating this case to class certification and beyond.

The Settlement was reached only after twelve months of arm's length negotiations conducted by experienced counsel, which included direct negotiations among counsel over numerous Zoom meetings, telephone calls, in-person meetings, and written communications. The Parties also participated in three full days of mediation under the auspices of Judge Rosen, a highly qualified mediator, before they were able to reach agreement on the substantive relief in the Settlement. The involvement of a respected neutral, combined with the length and rigor of

negotiations, points to the absence of collusion and supports a finding of procedural fairness. *See Ingram v. The Coca-Cola Co.,* 200 F.R.D. 685, 693 (N.D. Ga. 2001); *Poertner v. Gillette Co.*, 618 F. App'x. 624, 630 (11th Cir. 2015) (overruling objection to final approval because "the parties settled only after engaging in extensive arms-length negotiations moderated by an experienced, court-appointed mediator."). The Settlement is non-reversionary and there is no clear sailing provision.

Class Counsel firmly believe this Settlement provides concrete, valuable, immediate benefits to Class Members. Where there is no evidence of fraud or collusion, as is the case here, courts in this Circuit give due weight to the judgment of experienced counsel when evaluating class settlements. *McWhorter v. Ocwen Loan Servicing, LLC*, 2019 WL 9171207, at *8 (N.D. Ala. Aug. 1, 2019) (Haikala, J.); *see also Nelson v. Mead Johnson & Johnson Co.*, 484 F. App'x 429, 434 (11th Cir. 2012) ("Absent fraud, collusion, or the like, the district court should be hesitant to substitute its own judgment for that of counsel."). The record here confirms that the Settlement is the product of informed, non-collusive, arm's-length bargaining, which strongly supports a finding of procedural fairness.[13]

[13] Thus, the sixth *Bennett* factor is also satisfied. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *10 (N.D. Ga. Mar. 17, 2020) (holding sixth *Bennett* factor satisfied where "the case settled at a stage of the proceedings where class counsel had sufficient knowledge of the law and facts to fairly weigh the benefits of the settlement against the potential risk of continued litigation.").

B. Rule 23(e)(2)(C)(i): The Settlement Relief Is Fair, Reasonable, and Adequate

Rule 23(e)(2)(C)(i) overlaps with the first four *Bennett* factors, which together inform the inquiry and demonstrate that the Settlement is fair, reasonable, and adequate.

1. The Risks, Complexity, Costs, and Duration Of Continued Litigation Favor Settlement

The first and fourth *Bennett* factors—the likelihood of success at trial,[14] and the complexity, expense, and duration of litigation—strongly support preliminary approval. The proposed Settlement provides significant immediate benefits to the Class and "will alleviate the need for judicial exploration of . . . complex subjects, reduce litigation costs, and eliminate the significant risk that individual claimants might recover nothing." *Swaney*, 2020 WL 3064945, at *4.

This complex automotive defect case has been litigated for over four years and, absent settlement, would likely continue for many more. Defendants succeeded in dismissing many of Plaintiffs' claims (ECF 96, at Appendix) and have vigorously defended—and would continue to vigorously defend—this Action, rendering further litigation inherently risky.

[14] The first *Bennett* factor weighs the "likelihood of success on the merits [] against the amount and form of relief contained in the settlement." *Swaney v. Regions Bank*, 2020 WL 3064945, at *3.

In class actions, plaintiffs must overcome formidable procedural and substantive hurdles not found in non-class cases. The risks of securing class status are evidenced by the many decisions denying class certification in automobile defect cases. *See Simmons v. Ford Motor Co.*, 592 F. Supp. 3d 1262, 1272 (S.D. Fla. 2022) (denying class certification in automotive class action for failure to establish predominance and superiority requirements); *Nuwer v. FCA US LLC*, 343 F.R.D. 638, 656 (S.D. Fla. 2023) (denying in part motion for class certification for failure to establish predominance requirement). Even if successful in securing class certification, Plaintiffs face the risk of decertification as a result of Rule 23(f) petitions resulting in interlocutory appeals or otherwise. *See* Rule 23(c)(1)(C) ("An order that grants or denies class certification may be altered or amended before final judgment."); *see also Sanchez-Knutson v. Ford Motor Co.*, 2016 WL 11783302, at *7 (S.D. Fla. July 25, 2016) (decertifying class warranty claims).

Moreover, litigations involving auto defects generally require a battle of the experts. Here, whether the Fuel Pumps or some of their parts are defective, whether the alleged defect poses an unreasonable risk of harm, and the existence and quantum of damages, would all be the subject of expert testimony, and no doubt would involve extensive motion practice under *Daubert* and the Federal Rules of Evidence that could result in exclusion of critical evidence supporting Plaintiffs' claims. In the absence of a settlement, it is very likely that this case could ultimately be decided at

trial by a battle of the experts over the existence of a safety-related defect and causation. Such battles are inherently risky. *See Baltzer v. Safety Specialty Ins. Co.*, 2025 WL 676251, at *3 (M.D. Fla. Mar. 3, 2025) ("[T]his case comes down to a so-called battle of the experts, requiring the factfinder to resolve the issues upon which the experts differ.") (citations omitted).

In particular, if this Action were to proceed, there will likely be a battle of the experts relating to Plaintiffs' proffered methodologies for calculating damages on a classwide basis, as required by *Comcast Corp. v. Behrend*, 569 U.S. 27 (2013). This has proven to be a formidable obstacle in many auto defect cases. *Simmons v. Ford Motor Co.*, 592 F. Supp. 3d 1262, 1292 (S.D. Fla. 2022) ("Plaintiffs' damages model fails to match their theory of liability as required by *Comcast*—and Plaintiffs do not have a valid class-wide measure of damages due to differences in how damages are calculated under each respective state law."); *Cardenas v. Toyota Motor Corp.*, 2021 WL 6926418, at *21 (S.D. Fla. Aug. 12, 2021) ("Plaintiffs … have not satisfied their burden to show that this method of calculating damages for this class is reliable or an appropriate fit to the theory of injury here.").

Further, great deal of additional discovery, including, potentially, depositions in the U.S. and Japan, and expert work, with their concomitant significant expenses, would be required to address key components of the claims and damages. It would also take significant time and expense to brief and argue the class certification

motion, potential Rule 23(f) petitions which may result in interlocutory appeals, and summary judgment, conduct a trial, and litigate appeals. *See Pinon v. Daimler AG*, 2021 WL 6285941, at *7 ("Even if a jury awarded the settlement class more in damages that they will receive under the Settlement Agreement, such an outcome is far from guaranteed and any such relief would occur, if at all, after years of protracted litigation, including appeals."). This is especially true where, as here, "the legal and factual issues presented in this case were hotly contested and would almost certainly continue to be hotly contested throughout the remaining litigation." *Swaney*, 2020 WL 3064945, at *4 (internal quotations and citations omitted).

Avoiding years of protracted litigation in exchange for the certainty of this Settlement is even more compelling because it allows Class Members to immediately obtain a free Fuel Pump repair rather than paying out-of-pocket or remaining either wholly unreimbursed or without a repair. *See Camp v. City of Pelham*, 2014 WL 1764919, *3 (N.D. Ala. May 1, 2014) (Haikala, J.) (finding the first *Bennett* factor weighs in favor of approval, where there is "no guarantee that the plaintiffs would prevail at trial").

Given the risks and costs of continued litigation, the proposed Settlement is a considerable achievement and weighs strongly in favor of settlement approval. Accordingly, Rule 23(e)(2)(C)(1) and the 1st and 4th *Bennett* factors are satisfied.

2. The Settlement Benefits Are Fair, Reasonable, Adequate, and Within The Range of Possible Recoveries

The second and third *Bennett* factors—the range of possible recovery, and the point on or below the range of possible recovery at which a settlement is fair, adequate, and reasonable—are "easily combined and normally considered in concert." *In re Blue Cross Blue Shield Antitrust Litig.*, 2024 WL 4982979, at *20 (N.D. Ala. Dec. 4, 2024) (quoting *Camp*, 2014 WL 1764919, at *3).

"The court's role is not to engage in a claim-by-claim, dollar-by-dollar evaluation, but to evaluate the proposed settlement in its totality." *Id.* (quoting *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005)) (cleaned up). "Settlements reflecting even a small percentage of a potential recovery fall within the range of reasonable recoveries." *Id.* Here, "[t]he range of outcomes extends from no liability to total victory and must be considered in light of the attendant risks." *Swaney*, 2020 WL 3064945, at *4 (finding the second and third *Bennett* factors weigh in favor of settlement approval where there are "uncertainties surrounding continued litigation, and the fact that settlement provides for certain, immediate relief").

Settlements, such as this one, in which defendant automobile manufacturers like Honda agree to cover future vehicle repairs and reimburse consumers for past repairs provide real world economic benefits to consumers and are regularly approved as appropriate settlement consideration in automotive defect class actions.

See Ponzio, 87 F.4th at 509 (affirming approval of settlement providing for capped reimbursement for past repairs on a sliding scale based on age/milage limitation, and tiered coverage for future repairs on a sliding scale); *Callen v. Daimler AG*, 2022 WL 22867379, at *1 (N.D. Ga. Nov. 7, 2022) (approving settlement where the relief included reimbursement of past repairs and coverage of future repairs); *In re Takata Airbag Prods. Liab. Litig.,* 2022 WL 1669038, at *3 (S.D. Fla. Apr. 4, 2022) (Volkswagen/Audi) (approving settlement where relief provided reimbursements on a claims-made basis); *Amin v. Mercedes-Benz USA, LLC*, 2020 WL 5510730, at *2 (N.D. Ga. Sept. 11, 2020) (approving settlement where relief included an extended and enhanced warranty and reimbursement for past repairs); *Berman v. Gen. Motors LLC*, 2019 WL 6163798, at *2 (S.D. Fla. Nov. 18, 2019) (approving settlement where class members receive benefit-of-the-bargain relief via repairs and relief reimbursement for past repairs); Joint Dec., ¶¶ 28-35.

Given the risks of continued litigation, the proposed Settlement constitutes a considerable achievement and weighs heavily in favor of preliminary approval.

C. Rule 23(e)(2)(C)(ii): The Convenience and Well-Designed Administration of the Settlement Relief Supports Preliminary Approval

The benefit distribution process is well-tailored for the convenience and benefit of Class Members. Under the Limited Warranty, Class Members can obtain a covered repair by bringing their Covered Vehicle to any Honda or Acura

dealership. For added convenience, Class Members are entitled to a free loaner vehicle to use while their own vehicles are undergoing covered repairs, and to keep it for 24 hours after drop off or after the dealer informs them their vehicle is ready to be picked up, whichever is later. Under the Settlement's Reconsideration Procedures, if a Honda dealer denies coverage under the Limited Warranty, a Class Member can go to a second dealer. The Out-of-Pocket Claims Process is similarly simple and convenient, *see* SA, § III.D, and Honda, which routinely administers its own settlements, is qualified to oversee the process.

D. Rule 23(e)(2)(C)(iii): The Proposed Attorneys' Fees, Costs and Service Awards Support Preliminary Approval

Defendants have agreed to pay reasonable Attorneys' Fees, Costs and Expenses, and Class Representative service awards as may be awarded by the Court. SA, § VIII. Any amounts awarded by the Court shall be paid by Defendants separate from the Class relief and will not reduce or in any way affect the benefits and relief afforded to Class Members under this Settlement. *See* SA, § VIII; Joint Dec. at ¶ 36.

As set forth above, after the Parties reached agreement on the material substantive terms of the Settlement, they participated in a mediation concerning Plaintiffs' intended request for Attorneys' Fees, Costs and Expenses, and Class Representative service awards, but could not reach agreement. Joint Dec., ¶ 36. Defendants have reserved the right to oppose Plaintiffs' request for an award of

attorneys' fees and Class Representative service awards, and to appeal any such awards. SA, VIII.D.

Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed $27,000,000, reimbursement of Plaintiffs' Counsel's reasonable out-of-pocket expenses in an amount not to exceed $600,000, and request service awards of $5,000 each for the proposed Class Representatives. SA, § VIII; Joint Dec., ¶ 36. Plaintiffs submit the amount of fees is reasonable for a Settlement of this magnitude that provides substantial benefits to the owners and lessees, and any subsequent purchasers and lessees, of over 6.3 million Covered Vehicles.

The proposed Class Notice will inform Class Members of these planned requests and advise them of the procedures to object. SA, § VIII. As proposed in the Preliminary Approval Order, Plaintiffs will file their Motion for Attorneys' Fees, Costs and Expenses, and Class Representative service awards, 44 days prior to the proposed deadline for Class Members to object or opt out of the Settlement. *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244, 1252–53 (11th Cir. 2020). The disposition of the Class Counsels' request for Attorneys' Fees, Costs and Expenses, and Class Representative service awards shall not affect whether the Final Order and Judgment are final and shall not constitute grounds for cancellation or termination of the Settlement. SA, § VIII.E.

E. Rule 23(e)(2)(C)(iv): There Are No Agreements Other Than the Settlement Agreement

Here, the only agreement connected to the subject matter of this lawsuit or settlement is the Settlement Agreement.

F. Rule 23(e)(2)(D): The Proposal Treats Class Members Fairly Relative to One Another

The final element for consideration under Rule 23(e) is whether a proposed settlement treats Class Members equitably in relation to one another. Fed. R. Civ. P. 23(e)(2)(D). Here, all Class Members will receive coverage for repairs, including parts and labor, for their Covered Vehicles' Fuel Pumps during the Limited Warranty. Class Members who own or lease Covered Vehicles are automatically entitled to fifteen (15) years of prospective coverage on their Fuel Pumps, measured from the In-Service Date of the Covered Vehicle, or up to 150,000 total miles, whichever comes first. Any Covered Vehicle that already exceeds the time and/or mileage limitations as of the Final Effective Date, the Limited Warranty will last for ninety (90) days from the Final Effective Date. Any Fuel Pumps installed during this ninety (90) day period will continue to be covered under Honda's one (1) year genuine replacement parts warranty. SA, §§ III.A.1. Every Class Member's rights under the Limited Warranty are transferred with their Covered Vehicle, provided that the time and mileage limitations have not expired. Additionally, all Class Members whose vehicles are undergoing repair under the Limited Warranty are

entitled to the same benefits of the Loaner/Towing Program, free of charge, and all Class Members may submit claims for reimbursement via the Out-of-Pocket Claims Program. Thus, the Settlement does not provide preferential treatment to the proposed Class Representatives[15] or any other segment of the Class. All Class Members are therefore treated equitably.

V. THE SETTLEMENT CLASS SATISFIES RULES 23(a) AND 23(b)(3)

In deciding whether to preliminarily certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class— i.e., all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied—except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A court must also find that the Class is "adequately defined and clearly ascertainable." *Little v. T-Mobile USA, Inc.*, 691 F.3d 1302, 1304 (11th Cir. 2012). Here, because the proposed Class meets the requirements of Rule 23(a) and Rule 23(b)(3), and is ascertainable, the proposed Class should be certified for settlement purposes only.

[15] Reasonable service awards do not constitute preferential treatment and are regularly awarded in the Eleventh Circuit. *Arnold v. State Farm Fire & Cas. Co.*, No. 2:17-CV-148-TFM-C, 2023 WL 7308098, at *1 (S.D. Ala. Nov. 6, 2023) (distinguishing *Johnson v. NPAS Solutions, LLC*, 975 F.3d 1244 (11th Cir. 2020), and holding "Alabama law permits service awards for class representatives in class actions.") (collecting cases).

A. The Rule 23(a) Requirements Are Satisfied

Numerosity: Rule 23(a)(1) requires that "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "[W]hile there is no fixed numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors." *Cox v. Am. Cast Iron Pip Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986). Here, the Settlement covers the current and former owners and lessees of approximately 6.3 million Covered Vehicles in the fifty States, the District of Columbia, or Puerto Rico. Joinder of these widely dispersed, numerous Class Members into one suit would be impracticable. The numerosity requirement is easily met.

Commonality: Rule 23(a)(2) requires that "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The "threshold for commonality" is "not high." *In re Takata Airbag Products Liability Litigation*, 2018 WL 11422997 at *3 (S.D. Fla. Sept. 5, 2018). There need only be one common contention the truth or falsity of which "will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 131 S. Ct. 2541, 2545, 180 L. Ed. 2d 374 (2011); *see also Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) ("Commonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.").

Here, there are common questions of law and fact are central to all of Plaintiffs' claims relating to the manufacturing, marketing and sale of the Fuel Pump equipped Covered Vehicles. These include, among others, whether there is a safety-related defect; whether and when Defendants knew of the defect; whether Defendants misrepresented the safety and quality of the Covered Vehicles and Fuel Pumps; whether Defendants' alleged misrepresentations and omissions were misleading to reasonable consumers, and, if misleading, whether they were material; the presence and quantum of Class Members' damages, and whether equitable relief is warranted, among others. Courts addressing automobile defect claims like those in this case routinely find commonality in approving class settlements. *See, e.g., In re Takata Airbag Products Liability Litigation*, 2018 WL 11422997 at *3 (S.D. Fla. Sept. 5, 2018) (commonality was satisfied where the class vehicles were equipped with allegedly defective airbags); *Callen v. Daimler AG*, 2022 WL 22867379, at *2 (N.D. Ga. Nov. 7, 2022) (finding questions of law and fact common to the settlement class and approving settlement); *Pinon v. Daimler AG*, 2021 WL 6285941, at *6 (N.D. Ga. Nov. 30, 2021), aff'd sub nom. *Ponzio v. Pinon*, 87 F.4th 487 (11th Cir. 2023) (same). The commonality requirement is satisfied for settlement purposes.

Typicality: Typicality under Rule 23(a)(3) is established where, as here, "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Like commonality, the test for typicality is

not demanding. *In re Disposable Contact Lens Antitrust Litig.*, 170 F.R.D. 524, 532 (M.D. Fla.1996). Typicality requires that a "sufficient nexus exist[s] between the legal claims of the named class representatives and those of individual class members to warrant class certification." *In re Takata Airbag Prod. Liab. Litig.,* 348 F.R.D. 500, 514 (S.D. Fla. 2025) (quoting *Piazza v. Ebsco Indus., Inc.*, 273 F.3d 1341, 1346 (11th Cir. 2001)). If "the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory," typicality is satisfied. *Williams v. Mohawk Industries, Inc.* , 568 F.3d at 1356–57 (quoting *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984)); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the class where they "possess the same interest and suffer the same injury as the class members"). Moreover, the typicality requirement is satisfied "[o]nce the class representatives demonstrate that the same unlawful conduct affected both them and the rest of the class, factual variations among the individual claims generally will not defeat typicality." *Navelski v. Internation Paper Company*, 244 F.Supp.3d 1275, 1306 (N.D. Fla. 2017) (internal citation omitted).

Typicality is met here as Plaintiffs and the proposed Class assert the same or substantially similar claims arising from the same alleged course of conduct by Defendants. The Class Representatives and the Class Members all own(ed) or lease(d) a Covered Vehicle, and their claims arise from the same course of events

and rely on the same or similar legal grounds. Plaintiffs assert claims under various state consumer fraud statutes and warranty laws, claims for fraudulent omission, strict product liability, and unjust enrichment, all of which turn on the existence of a defect and Defendants' conduct. Plaintiffs also seek the point-of-purchase, statutory and other damages, and injunctive relief for safety-related measures for the Class. Typicality is satisfied for settlement purposes. *In re Takata*, 2018 WL 11422997 at *3 ("Plaintiffs' claims are typical of the Class for purposes of this Settlement because they concern the same general alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief.")

Adequacy of Representation: Rule 23(a)(4) is satisfied if "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). The adequacy inquiry has two components: (1) whether the named plaintiffs have interests that are antagonistic to or in conflict with those of the class; and (2) whether class counsel are qualified, experienced, and able to conduct the litigation. *Kirkpatrick v. J.C. Bradford & Co.*, 827 F.2d 718, 726 (11th Cir. 1987). Here, both prongs are satisfied.

The proposed Class Representatives have demonstrated that they have capably and diligently represented the class, and that there is no conflict or antagonism between the proposed Class Representatives and the other Class Members. Rather, the proposed Class Representatives have brought substantively

identical claims and seek the same relief for themselves and the proposed Class and thus have the same incentive to obtain the best possible result through prosecution and settlement of their claims.

The proposed Class Representatives retained the services of highly qualified and competent counsel who are well-versed in class action litigation and have particular expertise in automotive defect cases, having secured jury verdicts and large settlements. ECF 49, 194; Joint Dec., ¶¶ 37-42. Class Counsel have zealously advanced the interests of Class Members through their vigorous prosecution of this Action, study and analysis of the particular issues with the Fuel Pumps in the Covered Vehicles, and engaging in arms-length negotiations with Defendants and at three mediations sessions, which culminated in a settlement that confers meaningful benefits on the proposed Class. The requirements of Rule 23(a)(4) are plainly satisfied for settlement purposes. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

B. The Requirements of Rule 23(b)(3) Are Satisfied

A class may be certified under Rule 23(b)(3) if "the questions of law or fact common to class members predominate over any questions affecting only individual members," and "a class action is superior to other available methods for fairly and efficiently" settling the controversy. Fed. R. Civ. P. 23(b)(3). The proposed Class meets both requirements for settlement purposes.

Predominance: "The predominance inquiry 'asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.'" *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453, 136 S. Ct. 1036, 1045, 194 L. Ed. 2d 124 (2016) (citation omitted). "Common issues of fact and law predominate if they have a direct impact on every class member's effort to establish liability and on every class member's entitlement to ... relief." *Carriuolo v. Gen. Motors Co*., 823 F.3d 977, 985 (11th Cir. 2016) (citation omitted). When "one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members." *Tyson Foods*, 577 U.S. at 453. Moreover, "[p]redominance is 'a test readily met in certain cases alleging consumer…fraud,' particularly where…uniform practices and misrepresentations give rise to the controversy." *In re: Checking Account Overdraft Litig.*, 307 F.R.D. at 673 (quoting *Amchem*, 521 U.S. at 625).

Here, the common legal and factual issues predominate over individualized issues. The evidence necessary to establish Plaintiffs' claims is common to all members of the Class. These issues include whether the Fuel Pumps were defective, whether Defendants knew but failed to disclose the alleged defect, and instead

represented that the Fuel Pumps and the Covered Vehicles were safe and reliable. For all, Plaintiffs would present the same evidence of Defendants' marketing and promised warranties, and the same evidence of the alleged defect. Courts routinely hold the predominance requirement is satisfied in automobile defect class action settlements. *See, e.g., Pinon v. Daimler AG*, 2021 WL 6285941, at *6 (N.D. Ga. Nov. 30, 2021), *aff'd sub nom. Ponzio v. Pinon*, 87 F.4th 487 (11th Cir. 2023) (common questions of law or fact concerning defective vehicle clear coat paint predominated over any questions affecting only individual class members); *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016) (common questions regarding defendants' alleged misrepresentations regarding safety predominated over individual questions); *Keegan v. Am. Honda Motor Co*, 284 F.R.D. 504, 532-34 (C.D. Cal. 2012) (predominance satisfied where common evidence would establish the nature of the defect, its effect on class vehicles, defendant's knowledge of the defect and its failure to disclose); *Alin* v. *Honda Motor Co., Ltd.*, 2012 WL 8751045, at *5 (D.N.J. April 13, 2012) (common issues predominated where "the class vehicles allegedly suffered from defects that cause their air condition systems to break down, although there are differences as to how the breakdowns occur."). Predominance is satisfied.

Superiority: In the Eleventh Circuit, courts consider the following factors in assessing superiority: "(A) the interests of members of the class in individually

controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against the class; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the difficulties likely to be encountered in the management of a class action." *Klay v. Humana, Inc.*, 382 F.3d 1241, 1269 (11th Cir. 2004).

These factors all weigh in favor of certification. No individual has expressed an interest in controlling or defending separate actions and there are no parallel cases.[16] The concentration of the litigation in this forum was clearly desirable because plaintiffs in a later-filed related case voluntarily transferred their case to this District to be consolidated with this Action. The final factor presents no obstacle to certification, as the proposed settlement obviates any concerns regarding the manageability of a trial. *Amchem Prods., Inc.*, 521 U.S. at 620 ("a district court need not inquire whether the case, if tried, would present intractable management problems … for the proposal is that there will be no trial.").

"The focus of [the superiority] analysis is on the relative advantages of a class action suit over whatever other forms of litigation might be realistically available to the plaintiffs." *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs.,*

[16] *Nathaniel Booker, et al. v. American Honda Motor Co., Inc.*, 2:20-cv-05166-SVW (C.D. Cal.), a similar case pending in the Central District of California was stayed and later dismissed with prejudice.

Inc., 601 F.3d 1159, 1183-84 (11th Cir. 2010) (internal quotation omitted). Given the risks and costs of individual litigation and the likelihood of small recoveries, class treatment is clearly superior. *See Sacred Heart*, 601 F.3d at 1184.

C. The Class is Ascertainable

A class is ascertainable if "the class definition contains objective criteria that allow for class members to be identified in an administratively feasible way," such that identifying class members will be "a manageable process that does not require much, if any, individual inquiry." *Karhu v. Vital Pharm., Inc.*, 621 Fed. Appx. 945, 946 (11th Cir. 2015). Here, to effect direct notice to the Class, Honda will provide the Notice Administrator the Vehicle Identification Numbers ("VINs") for the Covered Vehicles. Using this data, the Notice Administrator will work with a data aggregator to acquire registration information from the state Departments of Motor Vehicles ("DMVs") for all 50 states, the District of Columbia, and Puerto Rico. The Class is ascertainable. *See Bohannan v. Innovak Int'l, Inc*., 318 F.R.D. 525, 530 (M.D. Ala. 2016) (proposed class was ascertainable where membership in the class was based on objective criteria, and the defendant's data could be used to identify the putative class members). In sum, the proposed Class should be certified for settlement purposes.

VI. INTERIM CLASS COUNSEL SHOULD BE APPOINTED CLASS COUNSEL PURSUANT TO RULE 23(g)

Rule 23(g) provides that "a court that certifies a class must appoint class counsel" taking into consideration their experience, knowledge, resources, and work on the case. Rule 23(g) focuses on the qualifications of class counsel, complementing the requirement of Rule 23(a)(4) that the representative parties adequately represent the interests of the class members. FED. R. CIV. P. 23. While a court may consider any factor concerning the proposed class counsel's ability to "fairly and adequately represent the interest of the class," Rule 23(g)(1)(A) specifically instructs a court to consider:

> (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Fed. R. Civ. P. 23(g)(1)(A).

Here, each of the Rule 23(g)(1)(A)'s considerations weigh strongly in favor of finding proposed Class Counsel adequate. The proposed Class Counsel are W. Daniel "Dee" Miles, III of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., Christopher A. Seeger of Seeger Weiss LLP, and Adam Levitt of DiCello Levitt LLP, each of whom has been recognized by both federal and state courts as being highly skilled and experienced in complex litigation, including successfully leading a multitude of consumer class actions alleging fraud, misrepresentation and unfair

practices, including in complex automotive defect litigations. *See* Joint Dec. at 36-42, Exs. A-C. Class Counsel identified and investigated potential claims, vigorously prosecuted this Action, negotiated the proposed Settlement and obtained valuable relief for all proposed Class members. Plaintiffs respectfully submit that proposed Class Counsel satisfy the adequacy requirements of Rule 23(g) and should be appointed Class Counsel.

VII. THE COURT SHOULD DIRECT NOTICE TO THE CLASS

Rule 23(e)(1)(B) requires that the Court "must direct notice in a reasonable manner to all class members who would be bound by the proposal" before a settlement may be approved. In an action certified under Rule 23(b)(3), the Court must "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). To satisfy due process, notice must be designed to "reach the parties affected" and "convey the required information." *Adams v. S. Farm Bureau Life Ins. Co.*, 493 F.3d 1276, 1285-86 (11th Cir. 2007).

Here, the Settlement provides a robust Notice Program (*see* SA, Ex. 4) that will reach Class Members with clear, plainly stated information about their rights, options and deadlines in connection with this Settlement. The Settlement provides for Direct Email Notice (SA, Ex. 6A), to all Class Members for whom a valid email

address is available, and Direct Mail Notice (SA, 6B), by U.S. Mail, proper postage prepaid, to Class Members with an associated physical address for whom a valid email address is not available, or for whom the Email Notice is returned as undeliverable after several attempts. Physical addresses will be confirmed through the National Change of Address database and skip-tracing. *See In re Blue Cross Blue Shield Antitrust Litig.*, 2020 WL 8256366, at *27 (N.D. Ala. Nov. 30, 2020) ("E-mail notice campaigns supplemented by U.S. mail for class members who do not have an e-mail address, or when an e-mail is returned as undeliverable, is appropriate.").

The Direct Notices will advise recipients that a proposed class action settlement has been reached in an action concerning Honda Fuel Pumps, briefly explain the Settlement terms and Class Members' options, and will direct recipients, in English and Spanish, to the Settlement Website (via hyperlink in the Email Notice and QR code in the Mailed Notice) where they can get additional information regarding the Settlement, their rights, and important deadlines, access the Long Form Notice, Claim Form, and Frequently Asked Questions and Answers, in English and Spanish. The Notice Administrator will send at least one reminder email, where an email address is available, to Class Members who have not excluded themselves or filed a Claim.

Additionally, the Notice Program includes a 4-week Supplemental Digital Campaign to notify Class Members of this Settlement through (1) targeted digital

advertising through the Google Display Network, Facebook, and Instagram, (2) sponsored search listings on Google, Yahoo!, and Bing, and (3) an informational release via PR Newswire. SA, Ex. 4. Like the Direct Notice, the supplemental digital notice will contain a sentence in Spanish directing Class Members to the Settlement Website for a copy of the Long Form Notice translated to Spanish. Similarly, Spanish social media and internet banner ads will be served to those recipients identified as Spanish speaking.

In addition to the Direct Notice and Supplemental Digital Campaign, the Settlement Administrator will, with input from counsel for the Parties, establish a dedicated Settlement Website that will include details regarding the lawsuit, the Settlement and its benefits, and the Settlement Class Members' legal rights and options including objecting to or requesting to be excluded from the Settlement and/or not doing anything; instructions on how and when to submit a Claim for reimbursement; instructions on how to contact the Settlement Administrator by e-mail, mail or (toll-free) telephone; copies of the Long Form Notice (in English and Spanish) (SA, Ex. 5), Claim Form (SA, Ex. 7), the Settlement Agreement, Motions and Orders relating to the Preliminary and Final Approval processes and determinations, and important submissions and documents relating thereto; important dates pertaining to the Settlement including the deadlines to opt-out of or object to the Settlement, the deadline to submit a Claim for reimbursement, and the

date, place and time of the Final Approval Hearing; and answers to Frequently Asked Questions (FAQs), in English and Spanish. S.A. § IV.D. The Settlement Website will also contain a VIN Lookup Tool for consumers to determine if their vehicles are included in the Settlement (i.e., if they are Class Members).

The Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings. SA, Ex. 4, ¶ 7. Honda will also establish and maintain a 24-hour, toll-free telephone line with information about the Settlement, a postal mailing address, providing Class Members with the opportunity to request additional information or ask questions (*id*., ¶ 10), and provide instructions on the Settlement Website on how to contact the Settlement Administrator and/or Class Counsel for assistance. SA, § III.E.1.

Pursuant to 28 U.S.C. § 1715, the Class Action Fairness Act of 2005, Epiq will also provide timely notice to the U.S. Attorney General and the applicable State Attorneys General ("CAFA Notice"), so that they may review the proposed Settlement and raise any comments or concerns to the Court's attention prior to final approval. SA § IV.H.

All of these methods for notice have been readily approved by courts as satisfying due process. *See, e.g.*, *In re Blue Cross Blue Shield Antitrust Litig.*, 2020

WL 8256366, at *27 (approving notice program that utilized direct e-mail notice and mailed notice, supplemental digital campaign, media campaign, keyword search advertising, settlement website, toll-free number, and a QR code for mobile access to the settlement website). The Notice Program set forth in the Settlement exceeds all applicable standards and merits this Court's approval.

VIII. CONCLUSION

For all reasons set forth above, Plaintiffs respectfully request that the Motion be granted and the Court enter an order, substantially in the form of Exhibit 3 to the Settlement Agreement: (a) granting preliminary approval of the proposed Settlement; (b) preliminarily certifying the proposed Class for settlement purposes only; (c) approving the form and content of, and directing the distribution of, the proposed Class Notice; (d) authorizing and directing the Parties to retain Epiq Class Action & Claims Solutions, Inc., as the Notice Administrator; (e) appointing Defendant American Honda Motor Co., Inc., as the Settlement Administrator; (f) appointing Patrick J. Hron of Benchmark Settlement Administration and Mediation Service to serve as the Settlement Special Master; (g) appointing W. Daniel "Dee" Miles, III, Adam J. Levitt, and Christopher A. Seeger ("Interim Class Counsel") as Class Counsel; (h) appointing Plaintiffs Lashonda Walters-Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler as Class Representatives; (i) scheduling a Final Approval Hearing on the proposed

Settlement and set related deadlines as further defined in the proposed Preliminary Approval Order filed herewith; (j) issuing a preliminary injunction pending final approval of the proposed Settlement;[17] and (k) issuing related relief as appropriate.

Dated: April 14, 2026

Respectfully submitted,

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Dated: April 14, 2026

/s/ Adam J. Levitt
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[17] Pursuant to the "necessary in aid of" exception to the Anti-Injunction Act, 28 U.S.C. § 2283, and the All Writs Act, 28 U.S.C. § 1651(a), this Court may: (i) issue a preliminary injunction and stay all other actions, pending final approval by the Court; and (ii) issue a preliminary injunction enjoining potential Class Members, pending the Court's determination of whether the Settlement Agreement should be given final approval, from challenging in any action or proceeding any matter covered by this Settlement Agreement, except for proceedings in this Court to determine whether the Settlement Agreement will be given final approval.

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Dated: April 14, 2026

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Additional Counsel for Plaintiffs
**pro hac vice* forthcoming

CERTIFICATE OF SERVICE

I hereby certify that on April 14, 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 April 14, 2026.

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