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U.S. DISTRICT COURT
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 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is the Parties' Joint Motion for Preliminary Approval of Settlement, Certification of the Proposed Class for Settlement Purposes, Directing Notice to the Class, and Related Relief (the "Motion"). Pursuant to Federal Rule of Civil Procedure ("Rule") 23(a), 23(b)(3), and 23(e), the Parties seek entry of an order, *inter alia*, preliminarily approving the Class Settlement of this Action ("Settlement") pursuant to the terms and provisions of the Settlement Agreement dated April 14, 2026, with attached exhibits ("Settlement Agreement"); preliminarily certifying the Class for settlement purposes only; directing Notice to the Class pursuant to the parties' proposed Notice Plan; preliminarily appointing the Class Representatives, Class Counsel, the Notice Administrator, the Settlement

Administrator, and the Settlement Special Master; directing the timing and procedures for any objections to, and requests for exclusion from, the Settlement; setting forth other procedures, filings and deadlines; and scheduling the Final Approval Hearing;

The Settlement Agreement between Plaintiffs Lashonda Walters Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler, Defendants American Honda Motor Co., Inc. ("Honda"), and Denso International America, Inc. ("Denso")[1] was executed on April 14, 2026, and has been filed with the Court.

The Court has read and considered the Motion, the Settlement Agreement and its exhibits, the record in these proceedings, the representations and recommendations of counsel, the requirements of the law, and good cause appearing therefor,

NOW, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter and the Parties to this proceeding pursuant to 28 U.S.C. § 1332.

2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because

[1] Honda Motor Co., Limited, and Denso Corporation were previously dismissed (Docs. 71, 72) and are no longer parties to this litigation, and any reference herein to Parties, as is the case in the Settlement Agreement (Section II), excludes those dismissed entities.

a substantial part of the events or omissions alleged by the Plaintiffs occurred in this District.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

Preliminary Class Certification for Settlement Purposes Only and Appointment of Class Representatives and Class Counsel

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).

4. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, the following Class:

> 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. 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 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 this Settlement Agreement, and once the exclusion request is finally approved by the Court.

"Covered Vehicles" means the Additional Vehicles and the Recalled Vehicles. "Additional Vehicles" are identified in Exhibit 1. "Recalled Vehicles" are defined in the Settlement Agreement as vehicles that were the subject of the Recall, as listed in Exhibit 2 of the Settlement Agreement.

"Recall(s)" means Honda's Recall 20V-314 submitted to NHTSA on or about May 28, 2020; Recall 21V-215 submitted to NHTSA on or about March 25, 2021; and Recall 23V-858 submitted to NHTSA on or about December 1, 2023; including any expansions related thereto.

5. Specifically, the Court preliminarily finds, for settlement purposes, that the Class satisfies Rule 23(a) and 23(b)(3), and is ascertainable:

(a) Ascertainability: 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).

(b) Numerosity: The Settlement Class satisfies the numerosity requirement of Rule 23(a)(1). The Settlement Class consists of purchasers and lessees of the approximately 6.3 million Covered Vehicles and, as such, the members of the Settlement Class are so numerous that their joinder before the Court would be impracticable. *See Cox v. Am. Cast Iron Pip Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986) ("[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.").

(c) Commonality: The commonality requirement of Rule 23(a)(2) is

satisfied for settlement purposes because there are questions of law and fact that center on the manufacturing, marketing and sale of Covered Vehicles equipped with low-pressure Denso Fuel Pumps, as alleged and/or described in the Class Action Complaint, which are common to the Class. *See Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 359 (2011); *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (commonality of claims "requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members") (internal citations omitted).

(d) Typicality: The Class Representatives' claims are typical of the other Class Members' claims for purposes of settlement because they concern the same alleged conduct, arise from the same legal theories, and allege the same types of harm and entitlement to relief. *See Navelski v. Int'l Paper Co*., 244 F. Supp. 3d 1275, 1306 (N.D. Fla. 2017). Rule 23(a)(3) is therefore satisfied.

(e) Adequacy: The Class Representatives will fairly and adequately protect the interests of the Settlement Class for the purposes of settlement in that: (i) the Class Representatives' interests and the nature of claims alleged are aligned with those of the members of the Settlement Class; (ii) there appear to be no conflicts between or among the Class

Representatives and the Settlement Class; and (iii) the Class Representatives and the members of the Settlement Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting complex class actions. Rule 23(a)(4) is therefore satisfied. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Ret. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(f) Predominance and Superiority: Rule 23(b)(3)'s predominance requirement tests "whether [the] proposed class[ ] [is] sufficiently cohesive to warrant adjudication by representation," *Carriulo v. Gen. Motors Co.*, 823 F.3d 977, 985 (11th Cir. 2016) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623–24 (1997)), and whether the class action device is "superior to other available methods for fairly and efficiently adjudicating the controversy." Rule 23(b)(3) is satisfied for settlement purposes as well because the common legal and factual issues here predominate over individualized issues. Indeed, 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). Further, resolution of the common issues for Class Members in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues. *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 663 (M.D. Fla. 2015). At the settlement stage, the Court need not inquire into whether this action, if tried, would present intractable management problems. *Amchem Prods.*, 521 U.S. at 620; *Carriuolo*, 823 F.3d at 988.

6. The Court appoints Plaintiffs Lashonda Walters Kayode, Kenneth Kansky, Denese Cosper, Donald Hackman, Jim Cummings, and Carol Butler, as Class Representatives.

7. The Court appoints the following persons and entities, who the Court previously appointed Interim Class Counsel and finds meet the requirement of Rule 23(g), as Class Counsel:

W. Daniel "Dee" Miles III
Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.
218 Commerce Street
Montgomery, Alabama 36104
Tel.: (800) 898-2034
E-mail: Dee.Miles@BeasleyAllen.com

Christopher A. Seeger
Seeger Weiss LLP
55 Challenger Road, 6th Floor
Ridgefield Park, New Jersey 07660
Tel: (973) 639-9100

E-mail: cseeger@seegerweiss.com

Adam J. Levitt
DiCello Levit LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Tel: (312) 214-7900
E-mail: alevitt@dicellolevitt.com

Preliminary Approval of Settlement Agreement

8. Pursuant to Rule 23(e)(2), in order to grant preliminary approval, the Court must find that the proposed Settlement is "fair, reasonable, and adequate" after considering 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, if required; (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).

9. The Court preliminarily finds the Class Representatives and Class Counsel have adequately represented the Class. The proceedings that occurred before the Parties entered into the Settlement Agreement afforded counsel the opportunity to adequately assess the claims and defenses in the Action, the positions,

strengths, weaknesses, risks and benefits to each Party, and as such, to negotiate a Settlement Agreement that is fair, reasonable and adequate and reflects those considerations.

10. The Court preliminarily finds the Settlement Agreement is the result of non-collusive, arm's length negotiations among experienced attorneys knowledgeable about the legal and factual issues of the Action. The Settlement was reached after multiple mediation sessions with the Hon. Gerald E. Rosen (Ret.) of JAMS.

11. The Court preliminarily finds that the relief available under the Settlement is adequate when balanced against the risks and delays of further litigation. The Court further finds the method of processing Claims; the terms of Class Counsel's intended application for an award of attorney's fees and expenses, including timing of payment are fair and reasonable; and that the proposed Settlement treats Class Members equitably relative to each other. The Parties have not identified any agreement pursuant to Rule 23(e)(3).

12. Accordingly, the Court preliminarily approves the Settlement Agreement, including its exhibits, as fair, reasonable, and adequate under Rule 23(e)(2). The Court also finds that the Parties have submitted sufficient information for the Court to support that Notice should be disseminated to the Class as "the proposed settlement will likely earn final approval." *See* Fed R. Civ. P. 23(e),

Advisory Committee's Note to 2007 Amendment.

Approval of Notice Plan and Direction to Effectuate the Notice

13. The Court approves the form and content of the notices to be provided to the Class, substantially in the forms appended as Exhibits 6A and 6B to the Settlement Agreement. The Court finds that the forms of notice are written in simple terminology, are readily understandable by Class Members and comply with the Federal Judicial Center's illustrative class action notices. The notices and Notice Plan (Settlement Agreement, Exhibit 4) satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process. The Notice Plan constitutes sufficient notice to all persons and entities entitled to notice. Accordingly, the Court approves, and directs the implementation of, the Notice Plan pursuant to the terms of the Settlement Agreement.

14. The Court further approves the establishment of an internet website for the Settlement. The Settlement Website shall have VIN Lookup Tool and a dedicated portal for the submission of electronic Claims.

15. The Notice Administrator is directed to perform all duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including mailing of notice in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715, disseminating the Class Notice to the Class, the collection, processing, and review of timely submitted and proper requests for exclusion under the Settlement

terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

16. The Court appoints Epiq Legal Noticing as the Notice Administrator.

17. The Court authorizes the Notice Administrator, through data aggregators or otherwise, to request, obtain and utilize vehicle registration information from Department of Motor Vehicles for all 50 states, the District of Columbia, and Puerto Rico for the purposes of providing the identity of and contact information for Settlement Class Members. Vehicle registration information includes, but is not limited to, owner/lessee name and address information, registration date, year, make and model of the vehicle.

18. The Department of Motor Vehicles for the 50 states, the District of Columbia, and Puerto Rico, including the Department of Motor Vehicles for California, are hereby ordered to provide approval to IHS Automotive, driven by Polk Automotive Solutions ("Polk"), or other data aggregators as may reasonably necessary, to release the names and addresses of owners of the vehicles associated with the titles of the VINs at issue in this Action for the purposes of disseminating the Class Notice to Class Members.

19. Polk is ordered to license, pursuant to the agreement between Polk and Epiq Legal Noticing, the owner contact information solely for the use of providing the Class Notice in this Action and for no other purpose.

20. The Court appoints American Honda Motor Co., Inc. as the Settlement Administrator ("Settlement Administrator").

21. The Settlement Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement Agreement, including implementing and maintaining the Settlement Website, the processing, review and determination of timely submitted and proper Claims for reimbursement under the Settlement terms, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

22. The Court appoints Patrick J. Hron of Benchmark Settlement Administration and Mediation Service to serve as the Settlement Special Master.

Final Approval Hearing, Opt-Outs, and Objections

23. The Court directs that a Final Approval Hearing shall be scheduled for February 18, 2027 at 2:00 p.m., to assist the Court in determining whether to grant final approval to the Settlement Agreement, certify the Class, and enter the Final Order and Judgment, and whether Class Counsel's request for Attorneys' Fees, Costs and Expenses, and Class Representative service awards should be granted.

24. Any Class Member who wishes to be excluded from the Class must mail, by first-class mail, postmarked on or before the date ordered by the Court below, a written request for exclusion ("Request for Exclusion") to the Notice

Administrator at the address specified in the Class Notice. To be effective, the Request for Exclusion must include:

(a) The case name and number of the Action;

(b) The excluding Class Member's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

(c) An explanation of the basis upon which the excluding Class Member claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s);

(d) A request that the Class Member wants to be excluded from the Class; and

(e) The excluding Class Member's dated, handwritten signature (an electronic signature or attorney's signature is not sufficient).

25. The Notice Administrator shall forward copies of any written requests for exclusion to Class Counsel, Denso's Counsel, and Honda's Counsel. A list reflecting all timely requests for exclusion shall be filed with the Court by the Notice Administrator no later than seven (7) days before the Final Approval Hearing.

26. Any Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper addresses shall remain in the Class and shall be subject to and bound by all determinations, orders and judgments in the Action concerning the Settlement, including but not limited to the Release set forth in the

Settlement Agreement, Final Order and Final Judgment in the Action, even if he, she, they, or it has litigation pending or subsequently initiates litigation against Honda and/or Denso relating to the claims and transactions released in the Action. Honda's Counsel shall provide to the Settlement Administrator and Class Counsel, within twenty (20) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Honda involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles. Denso's Counsel shall provide to the Settlement Administrator, within twenty (20) business days of the entry of the Preliminary Approval Order, a list of all counsel for anyone who has then-pending litigation against Denso involving claims concerning Denso low-pressure fuel pumps in the Covered Vehicles.

27. Any Class Member who has not submitted a Request for Exclusion may object to the fairness of the Settlement Agreement and/or the requested amount of Class Counsel Fees and Expenses and/or Class Representative service awards.

(a) To object, a Class Member must either, on or before the date ordered by the Court below: (1) file their objection electronically with the Court, or (2) mail their objection to (a) the Clerk of the Court, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, AL 35203; (b) W. Daniel "Dee" Miles III, Beasley, Allen, Crow, Methvin, Portis & Miles, P.C., 218 Commerce Street, Montgomery, AL

36104, on behalf of Class Counsel; (c) William A. Delgado, DTO Law, 915 Wilshire Blvd, Suite 1950, Los Angeles, CA 90017 on behalf of Defendant Honda's counsel; and (d) Daniel Rustmann, Esq., Butzel Long, P.C., 150 West Jefferson, Suite 100, Detroit, MI 48226 on behalf of Defendant Denso's counsel, postmarked on or before the date ordered by the Court below.

(b) For an objection to be considered by the Court, the objection must set forth:

(i) The case name and number of the Action;

(ii) The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;

(iii) An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Covered Vehicle(s), and whether the Covered Vehicle is currently owned or currently leased by the Class Member;

(iv) Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support

for the objection, and any documents or other evidence the objector believes supports the objection;

(v) The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

(vi) The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

(vii) The identity of all counsel representing the objector who will appear at the Final Approval Hearing;

(viii) The number of times the objector's counsel has objected to a class action settlement within the five years preceding the

date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

(ix) If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

(x) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;

(xi) A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

(xii) The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

(c) Subject to the approval of the Court, any Class Member who has properly filed a timely objection may appear, in person or by counsel, at the Final Approval Hearing to explain why the proposed Settlement should not be approved as fair, reasonable and adequate, or to object to any motion for Class Counsel Fees and Expenses or Class

Representative service awards. In order to appear, any Settlement Class Member must, no later than the objection deadline, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Approval Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of all witnesses that the objecting Class Member (or the objecting Class Member's counsel) intends to present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Order and the Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Approval Hearing.

(d) Any Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order and the Class Notice may be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement Agreement by appeal or otherwise.

Termination of the Settlement Agreement

28. In the event the Settlement is not granted final approval by the Court, or for any reason the parties fail to obtain a Final Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement will be bound by any of its terms, except for the terms of Section X.E;

(b) The Parties will petition the Court to have any stay orders entered pursuant to the Settlement Agreement lifted;

(c) All of its provisions, and all negotiations, statements, and proceedings relating to the Settlement Agreement will be without prejudice to the rights of Defendants, Class Representatives, or any Class Member, all of whom will be restored to their respective positions existing immediately before the execution of the Settlement Agreement, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

(d) Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf

of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of actions or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;

(e) Defendants and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability or damages or argument that the Action may not be litigated as a class action;

(f) Neither the Settlement Agreement, the fact of its having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to the Settlement Agreement will be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action and any related appeal;

(g) Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of the Settlement Agreement will be deemed vacated and will be without any force or effect;

(h) All costs incurred in connection with the Settlement Agreement, including, but not limited to, cost for Class Notice, publication, claims administration and customer communications are the responsibility of Defendants and will be paid by Defendants. Neither the Class Representatives nor Class Counsel will be responsible for any of those costs or other settlement-related costs; and

(i) Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Defendants reserve the right to object to the reasonableness of such requested fees.

Preliminary Injunction

29. Pending the Final Approval Hearing and the Court's decision whether to grant final approval of the Settlement, no Class Member, either directly, representatively, or in any other capacity (including those Class Members who filed Requests for Exclusion from the Settlement which have not yet been reviewed and approved by the Court at the Final Approval Hearing), shall commence, prosecute,

continue to prosecute, or participate in, against any of the Released Parties, any action or proceeding in any court or tribunal (judicial, administrative or otherwise) asserting any of the matters, claims or causes of action that are to be released in the Settlement Agreement. Pursuant to 28 U.S.C. § 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

Continuing Jurisdiction

30. Pending the Final Approval Hearing and any further determination thereof, this Court shall maintain continuing jurisdiction over these Settlement proceedings.

31. The terms and provisions of the Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Order and Final Judgment and do not limit the rights of Class Members under the Settlement Agreement.

Implementation

32. The Court authorizes Honda, Denso, the Class Representatives and Class Counsel to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement

Settlement Deadlines

Based on the foregoing, the Court sets the following Settlement deadlines. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

Event	Deadline
Commencement of Class Notice Plan Polk Data Ordered by Epiq	September 25, 2026–One (1) day after issuance of the Preliminary Approval Order
Honda's and Denso's Counsel shall provide to the Settlement Administrator a list of all counsel for anyone who has then pending litigation against Honda involving claims concerning Denso low pressure fuel pumps in the Covered Vehicles.	October 14, 2026—Twenty (20) days after issuance of Preliminary Approval Order
Direct Mail, Direct E-mail, Digital Notice and Publication Notice Commence	November 8, 2026—Forty-five (45) days after issuance of Preliminary Approval Order

Class Counsel's Fee and Expense Application and Request for Service Awards for Class Representatives	December 3, 2026—Seventy (70) days after issuance of the Preliminary Approval Order
Class Notice to be Substantially Completed	January 2, 2027—One Hundred (100) days after issuance of the Preliminary Approval Order
Postmark Deadline for submission to the Clerk of all objections by Class Members.	January 16, 2027—One Hundred Fourteen (114) days after issuance of the Preliminary Approval Order
Deadline for filing Notice of Intent to Appear at the Final Approval Hearing by Class Members and/or their personal attorneys.	January 16, 2027—One Hundred Fourteen (114) days after issuance of the Preliminary Approval Order
Postmark Deadline for Class Members to Mail their Requests for Exclusion (Opt-Out) from the Settlement.	January 16, 2027—One Hundred Fourteen (114) days after issuance of the Preliminary Approval Order
Any Opposition by Defendant concerning Class Counsel's Fee and Expense Application and Request for Service Awards for Class Representatives	January 16, 2027—One Hundred Fourteen (114) days after issuance of the Preliminary Approval Order
Deadline for Class Counsel's Motion for Final Approval of the Settlement and responses to any timely submitted objections and requests for exclusion	February 11, 2027—One Hundred Forty (140) days after issuance of the Preliminary Approval Order
Class Counsel's Reply In Support of Fee and Expense Application and Request for Service Awards for Class Representatives	February 11, 2027—One Hundred Forty (140) days after issuance of the Preliminary Approval Order
Final Approval Hearing	February 21, 2027 at 2:00 p.m.

DONE and **ORDERED** this September 24, 2026.

MADELINE HUGHES HAIKALA
UNITED STATES DISTRICT JUDGE