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

JIMMY BANH et al., on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,  
INC, a California corporation,

Defendant.

Case No.: 2:19-cv-5984 RGK (ASx)

*[The Honorable R. Gary Klausner]*

**AMENDED [PROPOSED]  
PRELIMINARY APPROVAL  
ORDER**

1           The parties to the above-captioned litigation (the “Litigation”) have  
2 entered into a Class Action Settlement Agreement and Release, together with  
3 exhibits (collectively, the “Settlement Agreement”), that sets forth the terms and  
4 conditions for a proposed settlement, which if approved by the Court, would fully  
5 and finally resolve this proposed class action. The Settlement Agreement was  
6 submitted to this Court on \_\_\_\_\_ (Dkt. # \_). Unless otherwise defined herein,  
7 terms and phrases in this Order shall have the same meaning as ascribed to them  
8 in the Settlement Agreement, which is incorporated herein by reference.

9           Plaintiffs have filed a motion for preliminary approval of the Settlement  
10 Agreement and for an order directing dissemination of class notice, which  
11 Defendant American Honda Motor Co., Inc., (“AHM”) does not oppose. The  
12 motion came for hearing on \_\_\_\_\_, at \_\_\_\_\_, before the undersigned.

13           The Court has read and considered the Settlement Agreement including  
14 the Notices and Claim Forms, has considered the submissions in support of the  
15 preliminary approval motion and the pleadings and other papers on file in this  
16 action, and has heard the statements and presentations of counsel at the hearing  
17 on this motion, and finds there is sufficient basis for: (1) granting preliminary  
18 approval of the Settlement Agreement; (2) preliminarily certifying a class for  
19 settlement purposes; (3) appointing Named Plaintiffs as “Settlement Class  
20 Representatives” and their counsel as Class Counsel for the Settlement Class; (4)  
21 directing that Notice be disseminated to the Settlement Class Members; and (5)  
22 setting a Final Approval Hearing at which the Court will consider whether to  
23 grant final approval of the proposed settlement and Settlement Agreement.

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1           The Court now GRANTS the motion for preliminary approval and makes  
2 the following findings and orders:

3           1. Pursuant to Federal Rule of Civil Procedure 23, the Court  
4 preliminarily certifies, for settlement purposes only, a Settlement Class defined  
5 as follows:

6           All current owners and lessees of the 2019-2020 Acura RDX (each a  
7 “Settlement Class Vehicle”), who reside in, and who purchased or  
8 leased their vehicles (other than for purposes of resale or distribution)  
9 in, the United States, Puerto Rico, and all United States territories, as  
10 well as former owners and lessees of Settlement Class Vehicles who  
11 submit a Claim. The Settlement Class also includes all United States  
12 military personnel who purchased a Settlement Class Vehicle during  
13 military duty.

14           Excluded from the stipulated Settlement Class are: (1) AHM; (2) any  
15 affiliate, parent, or subsidiary of AHM; (3) any entity in which AHM has a  
16 controlling interest; (4) any officer, director, or employee of AHM; (5) any  
17 successor or assign of AHM; (6) any Judge to whom the Litigation is assigned;  
18 (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale;  
19 (8) any owners or lessees of Settlement Class Vehicles that were not distributed  
20 for sale or lease in the United States, Puerto Rico, or other United States  
21 territories; (9) any former owner or lessee who does not file a Claim pursuant to  
22 the settlement; and (10) any person who has resolved or otherwise released their  
23 claims as of the date of the settlement.

24           2. The preliminary certification of the Settlement Class and the  
25 Litigation as a class action is for settlement purposes only and shall be terminated  
26 and without further force or effect and without prejudice to either party in  
27 connection with any future proceedings in the Litigation, including any future  
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1 motion with respect to class certification, if: (1) the Court fails to approve the  
2 Settlement Agreement as written or if on appeal the Court’s approval is reversed  
3 or substantially modified; or (2) the Final Approval Order and Judgment is not  
4 entered by the Court or is reversed or substantially modified on appeal or  
5 otherwise fails for any reason.

6 3. For settlement purposes only, the Court appoints as Settlement Class  
7 Representatives Robert Bilbrey, Jimmy Banh, Mark Peoples, Jamal Samaha,  
8 George Quinlan, Sarah Gravlin, Alexis Chisari, Michael Brumer, Dave Jahsmann,  
9 John Bartholomew, Vimal Lawrence, Mark Klein, Adam Pryor, Sriarthik  
10 Subbarao, Daniel Allan, Paul Gonzales, Eric Faden, and Kristen Gratton, and  
11 their counsel, Hagens Berman Sobol Shapiro, LLP, and Goldenberg Schneider,  
12 LPA, as Class Counsel.

13 4. The Court preliminarily approves the settlement and Settlement  
14 Agreement as sufficiently fair, reasonable, and adequate to warrant dissemination  
15 of Notice of the proposed settlement to the Settlement Class, the posting of the  
16 Notice on the settlement website (the Settlement Website), and the scheduling of  
17 a Final Approval Hearing.

18 5. The Court further finds that the Settlement Agreement contains no  
19 obvious deficiencies and that the parties entered into the settlement in good faith,  
20 following arm’s length negotiation between their respective counsels facilitated  
21 by a well-respected and independent mediator.

22 6. Solely for the purpose of implementing this Settlement Agreement  
23 and effectuating the settlement, AHM shall be appointed as Settlement  
24 Administrator.

25 7. The Settlement Administrator shall administer this settlement in  
26 accordance with the Settlement Agreement and the Notice Plan therein, and this  
27 Order, and AHM will bear all costs and expenses related to the administration of  
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1 this settlement.

2 8. The Settlement Administrator shall be responsible for providing  
3 notice to the Settlement Class in accordance with the Notice Plan set forth in the  
4 Settlement Agreement and this Order, and shall assist with various administrative  
5 tasks, including, without limitation: (1) mailing or arranging for the mailing by  
6 first-class mail, postage prepaid of the Notice and Claim Forms from the  
7 information compiled from the Class List to each person on the Class List; (2)  
8 emailing to each person on the Class List the Notice and Claim Forms if email  
9 addresses are in the possession of AHM and requisite consent has been obtained;  
10 (3) the creation and maintenance of the Infotainment System Online Resource;  
11 (4) developing processes and procedures for handling deficient Claim Forms and  
12 returned mail; (5) providing to Class Counsel and AHM Counsel within ten (10)  
13 business days of receipt copies of notices of intention to appear at the Final  
14 Approval Hearing and requests for exclusion from the Settlement Class; (6)  
15 preparing an Opt-Out list of the Settlement Class Members requesting exclusion  
16 and submitting an affidavit to the Court before the Final Approval Hearing  
17 attesting to the accuracy of that list; (7) preparing a list of all persons who  
18 submitted objections to the settlement and submitting an affidavit to the Court  
19 attesting to the accuracy of that list; (8) maintaining a mailing address to which  
20 Settlement Class Members can send requests for exclusion, objections, Claim  
21 Forms and other correspondence; (9) processing Claim Forms submitted; and  
22 (10) creation and maintenance of the Settlement Website.

23 9. The Court hereby approves the form of the Notices, without material  
24 alteration from Exhibit B annexed to the Settlement Agreement, and the  
25 procedure for disseminating Notice to the proposed Settlement Class as set forth  
26 in the Notice Plan. The Court finds that the mailed and emailed Notices and the  
27 Notices posted on the Settlement Website inform the Settlement Class Members  
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1 of the material terms of the Settlement Agreement and their rights and  
2 responsibilities in connection with the settlement, and: (1) is the best practicable  
3 notice; (2) is reasonably calculated, under the circumstances, to apprise  
4 Settlement Class Members of the pendency of the Litigation and of their right to  
5 object or to exclude themselves from the proposed settlement; (3) is reasonable,  
6 and constitutes due, adequate, and sufficient notice to all persons entitled to  
7 receive notice; and (4) meets all applicable requirements of Due Process and  
8 applicable law.

9       10. Pursuant to Rule 23(c)(2)(B) and Rule 23(e), the Court orders that  
10 the Settlement Administrator mail the appropriate Notice via postage prepaid first  
11 class U.S. mail to the persons on the Class List, and email the appropriate Notice  
12 to those persons for whom email addresses are in the possession of AHM and  
13 requisite consent has been obtained, and that such mailing and emailing be  
14 completed no later than 120 days after the entry of this order. The Notice shall  
15 be accompanied by Claim Forms that do not materially differ from the forms  
16 annexed as Exhibits C and D to the Settlement Agreement. AHM shall obtain  
17 from R.L. Polk & Co. (n/k/a IHS Markit), Experian, or a similar entity, the most  
18 currently available names and addresses of all current and former owners and  
19 lessees of Settlement Class Vehicles in order to begin developing the Class List  
20 so as to provide prompt Notice to Class Members after Preliminary Approval of  
21 the Settlement.

22       11. The Court further orders the posting of the Notices and Claim Forms  
23 on the Settlement Website within fourteen (14) days of the entry of this Order.  
24 The Court further orders the Settlement Administrator to file with the Court proof  
25 of mailing of the Notices and publication of both the Notices and Claim Forms  
26 on the Settlement Website at or before the Final Approval Hearing.

27       12. The Court orders each Settlement Class Member who has not  
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1 submitted a timely request for exclusion from the Settlement Class and who  
2 wishes to object to the fairness, reasonableness or adequacy of this Settlement  
3 Agreement or the proposed settlement or to the Class Counsel Fees and Expenses  
4 Award to: (1) file any objection via the Court’s electronic filing system (if  
5 represented by counsel), or mail to the Settlement Administrator, and serve upon  
6 Class Counsel and AHM’s Counsel at the addresses listed on the Notice, (2)  
7 postmarked no later than forty-five (45) days after the Notice Date (“Objection  
8 Deadline”), (3) a statement of the objection signed by the Settlement Class  
9 Member and containing all of the following information:

10 (a) the objector’s full name, current address, and telephone number;

11 (b) identify the approximate date of acquisition and Vehicle  
12 Identification Number for his, her, or its Settlement Class Vehicle;

13 (c) state that the objector has reviewed the Settlement Class definition  
14 and understands that he, she, or it is a Settlement Class Member;

15 (d) provide a written statement of all grounds for the objection  
16 accompanied by any legal support for such objections;

17 (e) provide copies of any papers, briefs, or other documents upon which  
18 the objection is based; and

19 (f) provide a statement of whether the objector intends to appear at the  
20 Final Approval Hearing.

21 13. In addition, any Settlement Class Member objecting to the  
22 settlement shall provide a list of all other objections submitted by the objector  
23 and/or by the objector’s counsel to any class action settlements submitted in any  
24 state or federal court in the United States in the previous five (5) years. If the  
25 Settlement Class Member or his, her, or its counsel has not objected to any other  
26 class action settlement in the previous five years, he, she, or it shall affirmatively  
27 so state in the objection.  
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1           14. No later than fourteen (14) days after the deadline for submission of  
2 objections, the Settlement Administrator will submit to the Court all objections  
3 it received from Settlement Class Members.

4           15. Any Settlement Class Member who does not provide a notice of  
5 intention to appear in accordance with the deadlines and other specifications set  
6 forth in the Notice, or who has not filed an objection in accordance with the  
7 deadlines and other specifications set forth in the Settlement Agreement and the  
8 Notice (as applicable), will be deemed to have waived any objections to the  
9 settlement and may be foreclosed from seeking any adjudication or review of the  
10 settlement by appeal or otherwise, subject to the discretion of the Court.

11           16. The submission of an objection shall allow Class Counsel or AHM's  
12 Counsel to take the deposition of the objecting Settlement Class Member  
13 pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and  
14 location, and to obtain any evidence relevant to the objection. Failure by an  
15 objector to make himself or herself available for a deposition or comply with  
16 expedited discovery requests may result in the Court striking the objection. The  
17 Court may tax the costs of any such discovery to the objector or the objector's  
18 counsel if the Court determines that the objection is frivolous or is made for an  
19 improper purpose.

20           17. Settlement Class Members may exclude themselves from the  
21 settlement (i.e., "Opt-Out"), relinquishing their rights to any benefits under the  
22 Settlement Agreement. A Settlement Class Member wishing to exclude himself,  
23 herself, or itself must send the Settlement Administrator a letter postmarked no  
24 later than forty-five (45) days after the Notice Date ("Opt-Out Deadline"),  
25 containing: (1) the Settlement Class Member's name, current address, and  
26 telephone number; (2) the approximate date of acquisition and VIN for his, her,  
27 or its Settlement Class Vehicle; and (3) a clear statement communicating that he,  
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1 she, or it elects to be excluded from the Settlement Class, does not wish to be a  
2 Settlement Class Member, and elects to be excluded from any judgment entered  
3 pursuant to the settlement.

4 18. Any request for exclusion must be postmarked on or before the  
5 deadline provided in the Notice. Any member of the Settlement Class who does  
6 not submit a timely, written Opt-Out from the Settlement Class in accordance  
7 with the requirements set forth in the Notice will be bound by all proceedings,  
8 orders, and judgments in the Litigation, even if such member of the Settlement  
9 Class has previously initiated or subsequently initiates individual litigation or  
10 other proceedings encompassed by the Release and the Released Claims, as  
11 defined in the Settlement Agreement.

12 19. Not later than fourteen (14) days after the deadline for submission  
13 of requests for exclusion, the Settlement Administrator shall provide the Court,  
14 Class Counsel, and AHM's Counsel a list identifying each Settlement Class  
15 Member who submitted an exclusion request together with copies of the  
16 exclusion requests and with a declaration attesting to the completeness and  
17 accuracy thereof.

18 20. The Court hereby enjoins Settlement Class Members (and anyone  
19 who purports to act on the behalf of any Settlement Class Member) unless and  
20 until they have timely excluded themselves from the Settlement Class as set forth  
21 in the Notice: (1) from filing, commencing, prosecuting, intervening in or  
22 participating as plaintiff, claimant, or class member in any other lawsuit or  
23 administrative, regulatory, arbitration, or other proceeding in any jurisdiction  
24 based on, relating to, or arising out of the Released Claims; (2) from filing,  
25 commencing or prosecuting a lawsuit or administrative, regulatory, arbitration,  
26 or other proceeding as a class action on behalf of any Settlement Class Members  
27 who have not timely excluded themselves (including by seeking to amend a  
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1 pending complaint to include class allegations or seeking class certification in a  
2 pending action), based on, relating to, or arising out of the Released Claims; and  
3 (3) from attempting to effect an opt-out of a class of individuals in any lawsuit or  
4 administrative, regulatory, arbitration, or other proceeding based on, relating to,  
5 or arising out of the Released Claims.

6 21. The Court hereby directs the Settlement Administrator to establish  
7 a mailing address to be used for receiving requests for exclusion, objections,  
8 notices of intention to appear, and any other communications.

9 22. The Court hereby approves the Claim Forms, which are annexed as  
10 Exhibits C and D to the Settlement Agreement.

11 23. Based on the Declaration submitted by \_\_\_\_\_ (Dkt. # ), the  
12 Court finds that AHM filed proof of timely mailing of notices required pursuant  
13 to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). The Court  
14 therefore finds that AHM fully complied with the requirements of 28 U.S.C. §  
15 1715(b) and served notice of the proposed settlement upon the appropriate federal  
16 official and appropriate State official of each State in which a Settlement Class  
17 Member resides and the information required to be provided pursuant to that  
18 statute. AHM shall file any additional documents required by the statute (as  
19 applicable), evidencing continued compliance with CAFA in advance of the Final  
20 Approval Hearing.

21 24. Class Counsel shall file any memoranda or other materials in  
22 support of final approval of the Settlement Agreement and motion for entry of  
23 Final Approval Order and Judgment, including response to any timely and  
24 properly filed objection to the Settlement Agreement, no later than twenty-eight  
25 (28) days prior to the Final Approval Hearing. AHM may file its response, if any,  
26 no later than twenty-one (21) prior to the Final Approval Hearing, and Class  
27 Counsel may file a reply, if any, on or before no later than fourteen (14) prior to  
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1 the Final Approval Hearing. Such materials shall be served on Class Counsel,  
2 AHM's Counsel, and on any Settlement Class Member (or his, her or its counsel,  
3 if represented) to whose objection to the Settlement Agreement the memoranda  
4 or other materials respond.

5 25. Class Counsel may apply to the Court for Class Counsel Fees and  
6 Expenses Award consistent with the Settlement Agreement, and consistent with  
7 any agreement reached by the parties on class counsel fees and expenses, no later  
8 than two weeks prior to the Objection Deadline.

9 26. Class Counsel may also petition the Court for service awards  
10 consistent with the Settlement Agreement, and consistent with any agreement  
11 reached by the parties on service awards, no later than two weeks prior to the  
12 Objection Deadline. The purpose of such awards (if approved by the Court) shall  
13 be to compensate the Named Plaintiffs for their efforts undertaken for the benefit  
14 of the Settlement Class Members.

15 27. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure  
16 and in accordance with 28 U.S.C. § 1715(d), the Court sets \_\_\_\_\_, at \_ a.m., as the  
17 date and time of the Final Approval Hearing, at which the Court will determine:  
18 (1) whether the proposed settlement is fair, reasonable and adequate and should  
19 finally be approved by the Court; (2) whether to issue a Final Approval Order  
20 and Judgment without material alteration from Exhibit F to the Settlement  
21 Agreement; and (3) whether to approve Class Counsel Fees and Expenses Award,  
22 and/or service awards for the Named Plaintiffs. The Final Approval Hearing shall  
23 be held at the United States District Court, Roybal Federal Building and U.S.  
24 Courthouse, 255 East Temple Street, Los Angeles, CA 90012, Courtroom 850,  
25 8th Floor.

26 28. The Court reserves the right to adjourn or continue the Final  
27 Approval Hearing, or any further adjournment or continuance thereof, and to  
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1 approve the settlement with modifications, if any, consented to by the Class  
2 Counsel and AHM’s Counsel without further notice.

3 29. Pending final determination of the application for approval of this  
4 Settlement Agreement, all proceedings in this Litigation other than settlement  
5 approval proceedings shall be stayed.

6  
7 **IT IS SO ORDERED.**

8  
9 Date: \_\_\_\_\_

\_\_\_\_\_

10 HONORABLE R. GARY KLAUSNER  
11 UNITED STATES DISTRICT JUDGE