

JS-6

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

**LESLEY CONTI, on behalf of herself
and all others similarly situated,**

Plaintiff,

v.

**AMERICAN HONDA MOTOR CO.,
INC.,**

Defendant.

Case No.: CV 19-02160-CJC(GJSx)

JUDGMENT

On January 4, 2022, the Court conducted a hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards. (Dkts. 79, 90.) After considering the briefing and argument

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2 presented, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiffs’
3 Motion is **GRANTED** and **JUDGMENT** be entered by the clerk as follows:

4 1. The Court approves the terms of the parties’ settlement memorialized in the
5 parties’ Class Action Settlement Agreement and Release, (Dkt. 90-1).

6 2. The Court certifies the following Settlement Class for settlement purposes
7 only pursuant to Rule 23 of the Federal Rule of Civil Procedure:

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9 (1) All current owners and lessees of the 1) 2018 and 2019 Honda Odyssey
10 vehicles Elite, EX, EX-L, EX-LNR and Touring trim levels; 2) 2019
11 Honda Pilot vehicles with 2EX-LNR, 2TRG, 2TRG 7P, 4Elite, 4EX,
12 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trim levels; and 3) 2019 Honda
13 Passport with 2EX-L, 2TRG, 4Elite, 4EX-L, and 4TRG trim levels (each
14 a ‘Settlement Class Vehicle’), who reside in, and who purchased or
15 leased their vehicles (other than for purposes of resale or distribution) in
16 the United States, Puerto Rico, and all United States territories, as well as
17 former owners and lessees of Settlement Class Vehicles who submit a
18 Claim. The Settlement Class also includes all United States military
19 personnel who purchased a Settlement Class Vehicle during military
20 duty, subject to the exclusions set forth in paragraph 2.2 of the
21 Settlement Agreement.

22 3. Specifically excluded from the Settlement Class are: (1) Defendant American
23 Honda Motor Co., Inc. (“AHM”); (2) any affiliate, parent, or subsidiary of AHM; (3) any
24 entity in which AHM has a controlling interest; (4) any officer, director, or employee of
25 AHM; (5) any successor or assign of AHM; (6) any Judge to whom the Litigation is
26 assigned; (7) anyone who purchased a Settlement Class Vehicle for the purpose of resale;
27 (8) any owners or lessees of Settlement Class Vehicles that were not distributed for sale
28 or lease in the United States, Puerto Rico, or other United States territories; (9) any
former owner or lessee who does not file a Claim pursuant to the settlement; (10) any
person who has resolved or otherwise released their claims as of the date of the
settlement; and (11) all persons who have timely elected to opt out of or exclude
themselves from the Settlement Class in accordance with this Court’s Orders.

4. The Court finds, solely for purposes of the Settlement, that Plaintiffs satisfy the

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2 requirements of Federal Rule of Civil Procedure 23(a): (a) the Settlement Class is so
3 numerous that joinder of all Settlement Class Members is impracticable; (b) there are
4 questions of law and fact common to the Settlement Class that predominate over any
5 individual questions; (c) the claims of the Named Plaintiffs are typical of the claims of
6 the Settlement Class; and (d) Named Plaintiffs and Class Counsel will fairly and
7 adequately represent and protect the interests of the Settlement Class. Further, the Court
8 finds that Plaintiffs satisfy the requirements of Federal Rule of Civil Procedure 23(b)(3):
9 (1) questions of law or fact common to Class Members predominate over any questions
10 affecting only individual members and (2) a class action is superior to other available
11 methods for the fair and efficient adjudication of the controversy.

12 5. The Court further finds that the terms of the Settlement Agreement are fair,
13 reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23(e).
14 The parties are hereby ordered to implement, provide, and comply with the requirements
15 and relief described in the Settlement Agreement in accordance with its terms.

16 6. The Court confirms its appointment of Class Counsel, for settlement purposes
17 only, of: (1) Hagens Berman Sobol Shapiro, LLP; and (2) Goldenberg Schneider, LPA,
18 and finds Class Counsel adequately represents the Settlement Class for purposes of
19 entering into and implementing the settlement and Settlement Agreement.

20 7. The Court confirms its appointment, for settlement purposes only, of Named
21 Plaintiffs Lesley Conti, Tom Conti, Brandi Bishop, Brigid Hirth, Michael Hirth, Mark
22 Ankrom, Heidi Phan, Peter Phan, Anthony Rossomando, Laura Mohr, Larry Simkin,
23 Harmeet Gill, Yazeed Issa, Ashley Pfeifer, William D. Lampton, Jacob Szajowitz,
24 Michaela Hetzler, Michelle Beckwith, Ross Conley, Stephanie Conley, Emily Darr,
25 Pamela Turberville, Smruti Patel, Ann Morgan, and Julie Pereira, for settlement purposes
26 only, and finds Named Plaintiffs adequately represent the Settlement Class for purposes
27 of entering into and implementing the settlement and Settlement Agreement.

28 8. The Court awards Service Awards as follows: Lesley Conti and Tom Conti,
\$10,000 total; Brandi Bishop, \$2,000; Brigid Hirth and Michael Hirth, \$2,000 total; Mark
Ankrom, \$2,000; Heidi Phan and Peter Phan, \$2,000; Anthony Rossomando, \$2,000;
Laura Mohr, \$2,000; Larry Simkin, \$2,000; Harmeet Gill, \$2,000; Yazeed Issa, \$2,000;
Ashley Pfeifer, \$2,000; William D. Lampton, \$2,000; Jacob Szajowitz, \$2,000; Michaela
Hetzler, \$2,000; Michelle Beckwith, \$2,000; Ross Conley and Stephanie Conley, \$2,000
total; Emily Darr, \$2,000; Pamela Turberville, \$2,000; Smruti Patel, \$2,000; Ann
Morgan, \$2,000, and Julie Pereira, \$2,000.

9. The Court confirms its appointment of AHM as the Claims Administrator.

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10. The Court approves Class Counsel’s unopposed request for attorney’s fees in the amount of \$637,659.55 and \$28,845.45 in costs.

DATED: January 4, 2022



CORMAC J. CARNEY
UNITED STATES DISTRICT JUDGE