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13  
 14  
 15 **UNITED STATES DISTRICT COURT**  
 16 **CENTRAL DISTRICT OF CALIFORNIA**  
 17 **WESTERN DIVISION**

18 LESLEY CONTI, et al., on behalf of  
 19 themselves and all others similarly  
 20 situated,

21 Plaintiffs,

22 vs.

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

25 Defendant.

Case Number: 2:19-cv-2160-CJC-GJS

[*The Honorable Cormac J. Carney*]

26 **PLAINTIFFS’ NOTICE OF MOTION**  
**AND MOTION FOR ATTORNEYS’**  
**FEES, COSTS, AND SERVICE**  
**AWARDS AND MEMORANDUM OF**  
**POINTS AND AUTHORITIES IN**  
**SUPPORT THEREOF**

Hearing Date: January 4, 2022  
 Time: 1:30 p.m.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**  
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that on January 4, 2022, at 1:30 p.m., or as soon  
4 thereafter as the matter can be heard, in Courtroom of the Hon. Cormac J. Carney, located  
5 at the Ronald Reagan Federal Building and U.S. Courthouse, 411 West Fourth Street,  
6 Santa Ana, CA 92701, Courtroom 9 B, Plaintiffs Lesley Conti, Tom Conti, Brandi Bishop,  
7 Brigid Hirth, Michael Hirth, Mark Ankrom, Heidi Phan, Peter Phan, Anthony  
8 Rossomando, Laura Mohr, Larry Simkin, Harmeet Gill, Yazeed Issa, Ashley Pfeifer,  
9 William D. Lampton, Jacob Szajowitz, Michaela Hetzler, Michelle Beckwith, Ross  
10 Conley, Stephanie Conley, Emily Darr, Pamela Turberville, Smruti Patel, Ann Morgan,  
11 and Julie Pereira (“Plaintiffs”) on behalf of themselves all others similarly situated, will,  
12 and hereby do, move this Court pursuant to Federal Rule of Civil Procedure 23(h) and  
13 54(d)(2) for an Order awarding:

- 14 1. Attorneys’ fees to Class Counsel totaling \$972,200.00;
- 15 2. Litigation expenses in the amount of \$28,845.45; and
- 16 3. Service Awards to the twenty-five Class Representatives totaling \$50,000.

17 This Motion is based upon this Notice of Motion and Motion, the accompanying  
18 Memorandum of Points and Authorities, the Settlement Agreement, including all exhibits  
19 thereto, the Declarations of Sean R. Matt, Esq., Todd B. Naylor, Esq., and Robert A. Curtis,  
20 Esq., the Declaration of Lee Bowron, Exhibit A (containing declarations from each of the  
21 Plaintiffs), and all other pleadings, papers, records, and documentary materials on file in  
22 this action, including those matters of which the court may take judicial notice, and such  
23 other argument as the Court may consider.

24  
25 Dated: November 10, 2021.

HAGENS BERMAN SOBOL SHAPIRO LLP

26 By: /s/ Sean R. Matt

27 Steve W. Berman (*pro hac vice*)

Sean R. Matt (*pro hac vice*)

28 HAGENS BERMAN SOBOL SHAPIRO LLP

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs and Defendant American Honda Motor Company, Inc. (“AHM”) have  
4 agreed to a proposed settlement resolving class claims regarding an alleged defect in the  
5 “Infotainment System” contained in 2018 and 2019 Honda Odyssey vehicles (Elite, EX,  
6 EX-L, EX-LNR and Touring trims), 2019 Honda Pilot vehicles (2EX-LNR, 2TRG, 2TRG  
7 7P, 4Elite, 4EX, 4EX-L, 4EX-LNR, 4TRG and 4TRG 7P trims), and a 2019 Honda Passport  
8 (2EX-L, 2TRG, 4Elite, 4EX-L, or 4TRG trims) (the “Class Vehicles”). There are  
9 approximately 400,000 Class Vehicles covered by this proposed settlement. Since Class  
10 Counsel filed this action and a closely related action involving similar technology in 2019-  
11 2020 Acura RDX vehicles (*Banh v. American Honda Motor Co. Inc.*, Case No. 2:19-cv-  
12 05984 (C.D. Cal.)), AHM has issued three recalls, dozens of dealer communications, and  
13 numerous software updates designed to address the Infotainment System problems at issue  
14 in the cases (collectively, the “Settlement Vehicles”). The proposed settlement builds upon  
15 this work by, among other things, requiring an independent engineering expert to confirm  
16 the efficacy of AHM’s countermeasures, extending the vehicles’ warranties to ensure the  
17 countermeasures are effective in the field, compensating qualifying vehicle owners for the  
18 inconvenience and hassle they have experienced due to the Infotainment System problems,  
19 and providing a mechanism for qualifying vehicle owners to receive full reimbursement for  
20 eligible out-of-pocket expenses.

21 This hard-struck bargain did not come easily. Rather, it took considerable time,  
22 effort, and skill from Class Counsel, whose efforts were complicated by unprecedented  
23 obstacles posed by the COVID-19 pandemic. Although the *Banh* and *Conti* actions involve  
24 different vehicles, the Infotainment Systems and technology at issue in the Settlement  
25 Vehicles are closely related. For that reason, the actions were litigated together, mediated  
26 together, and ultimately settled in parallel. Because of the substantial overlap in discovery  
27 and mediation/ settlement efforts, Class Counsel has endeavored to allocate their time and  
28 expense entries proportionately to each case, making sure to avoid double billing (i.e.,

1 billing time in separate cases for the same worked performed). *See* Declaration of Todd  
 2 Naylor in Support of Motion for Attorneys’ Fees, Costs, and Service Awards (“Naylor  
 3 Decl.”), ¶¶ 15-21. Despite their efforts, Class Counsel have not been paid for the  
 4 approximate 1,673.2 hours of work attributable to this case or reimbursed for the  
 5 \$28,845.45 in expenses they have incurred in this case to date.

6 Accordingly, Plaintiffs respectfully ask the Court to approve their request for  
 7 \$972,200 in attorneys’ fees and \$28,845.45 in expenses they incurred to achieve this  
 8 Settlement. Plaintiffs further seek Court approval of service award payments ranging from  
 9 \$2,000 to \$10,000 to each of the twenty-five Plaintiffs, for a total award of \$50,000. Given  
 10 the resources each devoted to this case amid the COVID-19 pandemic, and the results  
 11 achieved on behalf of the Class that would not have occurred without their assistance, the  
 12 requested service awards are reasonable and should also be approved. Plaintiffs request  
 13 that the Court grant this motion and approve the requested attorneys’ fees, costs, and service  
 14 awards as reasonable.<sup>1</sup>

## 15 II. PROCEDURAL HISTORY AND THE WORK 16 ACCOMPLISHED FOR THE CLASS

### A. The *Conti* litigation.

17 Plaintiffs initiated this action on March 22, 2019 (ECF. No. 1) and subsequently filed  
 18 the First Amended Complaint (FAC) on June 10, 2019 (ECF. No. 32). The FAC generally  
 19 alleged that the Class Vehicles were sold equipped with a “Infotainment System” containing  
 20 software and hardware defects causing it to freeze, crash, fail to boot up, fail to shut down,  
 21 and suffer intermittent failures to connect to peripheral devices such as phones. Plaintiffs  
 22

---

23  
 24 <sup>1</sup> The Class Notice issued in this settlement indicated that Class Counsel would file their  
 25 motion for fees, expenses, and service awards on November 4. Because Class Counsel is  
 26 filing their motion on November 10, six days later, Class Counsel believe that it is  
 27 appropriate to extend the deadline for Class Members to object to Class Counsel’s fee,  
 28 expense, and service award motion. The current objection deadline is November 19. To  
 that end, Class Counsel asked AHM to stipulate to extend the deadline for Class Members  
 to object to Class Counsel’s fee, expense, and service award motion from November 19 to  
 November 26 and to update the settlement website accordingly. AHM refused to agree.  
 This one-week extension will not impact the January 4, 2022, Fairness Hearing date.

1 brought claims for violation of relevant state consumer protection acts and for breach of  
2 express and implied warranties.

3 On August 2, 2019, AHM filed a motion to dismiss and a motion for judicial notice  
4 in support of its motion to dismiss (ECF Nos. 37-38). Plaintiffs filed their opposition brief  
5 on September 13, 2019 (ECF No. 47), and AHM filed its reply in support of the motion on  
6 October 4, 2019 (ECF No. 48).

7 On October 17, 2019, the Court granted in part and denied in part AHM's motion to  
8 dismiss, ordering Plaintiffs to file an amended complaint consistent with its order by  
9 November 4, 2019. ECF No. 49. Plaintiffs complied with the Court's order and filed the  
10 now operative Second Amended Complaint ("SAC") on November 4, 2019 (ECF No. 50).  
11 AHM filed its answer on February 3, 2020 (ECF No. 53).

12 **B. There was significant overlap between discovery in *Conti* and *Banh*.**

13 The *Banh* case was litigated under a very aggressive and demanding schedule. While  
14 the Parties focused their efforts on discovery in *Banh*, documents produced by AHM and  
15 its affiliated companies Honda of America Manufacturing, Inc. ("HAM") and Honda R&D  
16 Americas, Inc ("R&D") show that all Settlement Vehicles in both *Conti* and *Banh* operate  
17 on the MOST (Media Oriented Systems Transport) network for infotainment system  
18 communication. See Naylor Decl., ¶ 9. The 2018 Odyssey, a Class Vehicle in this case,  
19 was the first Honda or Acura vehicle utilizing the MOST ring system. *Id.* Because the  
20 MOST network is used in all Settlement Vehicles in both cases, many of the technical  
21 documents produced in *Banh* contain information about the Class Vehicles. *Id.* at ¶ 10.  
22 And although the Settlement Vehicles in *Banh* and *Conti* contain software and features that  
23 vary depending on trim level and vehicle make and model, the documents indicate that  
24 issues identified by AHM, and the countermeasure efforts undertaken by AHM, apply to all  
25 Settlement Vehicles, both in *Banh* and in *Conti*. *Id.*

26 The overlap in discovery and the information Class Counsel learned from the *Banh*  
27 litigation allowed Plaintiffs to be well-informed about the issues facing the Class Vehicles  
28 and was essential for the resolution of this case. Accordingly, some of Class Counsel's time

1 and expenses are fairly allocable to both cases. *See, e.g., Prandini v. National Tea Co.*, 557  
2 F.2d 1015, 1019 n. 3 (3d Cir. 1977) (where plaintiff sues the same defendant in two separate  
3 actions for “nearly identical” claims, “double payment for the same effort should be avoided  
4 by some apportionment of the fee between the two cases”). For this reason, it is necessary  
5 to give this Court an understanding of some of the work done by Class Counsel in *Banh*.  
6 Notably, despite the substantial overlap between the two cases, Class Counsel has  
7 meticulously avoided double billing by charging time and expenses to one case or the other,  
8 but not both. *See, e.g., Camarillo v. City of Maywood*, 2015 WL 505886, at \*7 (C.D. Cal.  
9 Feb. 4, 2015) (“A lawyer who spends four hours of time on behalf of three clients has not  
10 earned twelve billable hours.... The practice of billing several clients for the same time or  
11 work product, since it results in the earning of an unreasonable fee, therefore is contrary to  
12 the mandate of the Model Rules.”), *vacated and remanded sub nom. Gonzalez v. City of*  
13 *Maywood*, 671 F. App’x 564 (9th Cir. 2016).

14 **C. The *Banh* litigation.**

15 *Banh* was initiated on July 11, 2019 (*Banh* ECF. No. 1). The *Banh* plaintiffs alleged  
16 that 2019-2020 Acura RDX vehicles were sold with defective infotainment systems and  
17 experienced many of the same issues as the Class Vehicles in this case. After initial motion  
18 practice, which included the *Banh* court granting in part and denying in part AHM’s motion  
19 to dismiss (*Banh* ECF No. 60), the Parties began extensive discovery, during which AHM  
20 and its related entities produced more than 20,000 pages of documents, comprised of,  
21 among other things, technical drawings, warranty records, email correspondence, company  
22 procedures, corporate documentation, and class member information. In addition to serving  
23 AHM with multiple rounds of written discovery, the *Banh* plaintiffs issued a total of 11  
24 subpoenas to AHM corporate affiliates R&D, HAM, and Honda of America Financing  
25 Corp., as well as to companies that supplied parts or technology used in the Infotainment  
26 Systems. Class Counsel took the depositions of relevant employees from AHM and its  
27 related companies, including multiple 30(b)(6) depositions. The *Banh* plaintiffs also  
28 engaged a liability expert (engineer Steve Loudon) and damage experts (marketing expert

1 Steve Gaskin and economist Colin Weir), each of whom issued a report and had his  
 2 deposition taken. Additionally, the *Banh* plaintiffs analyzed the expert reports of two  
 3 experts retained by AHM and took their depositions. Declaration of Sean R. Matt in Support  
 4 of Motion for Attorneys’ Fees, Costs, and Service Awards (“Matt Decl.”), ¶¶ 6-7.

5 *Banh* involved substantial motion practice, including a motion for class certification  
 6 (*Banh* ECF No. 77), AHM’s two motions to compel arbitration (*Banh* ECF Nos. 85 and  
 7 136), AHM’s three motions to strike testimony submitted by the plaintiffs’ three experts in  
 8 support of class certification (*Banh* ECF Nos. 86, 87, 89), competing motions to compel  
 9 discovery (*Banh* ECF Nos. 122-123). The Court granted in part and denied in part AHM’s  
 10 motion to compel arbitration (*Banh* ECF No. 153) and issued an order granting in part and  
 11 denying in part the plaintiffs’ motion for class certification, certifying a California Class  
 12 comprised of “All persons or entities who purchased a new Class Car [i.e., a new 2019 or  
 13 2020 Acura RDX vehicle] from an authorized Acura dealer in California” (*Banh* ECF No.  
 14 154). The Order severed the claims of the remaining non-California plaintiffs and proposed  
 15 to transfer them to their home states (*Banh* ECF No. 154).<sup>2</sup> On August 11, 2020, AHM  
 16 filed a Rule 23(f) Petition for Leave to Appeal with the Ninth Circuit Court of Appeals.  
 17 The *Banh* plaintiffs filed their opposition to AHM’s Rule 23(f) Petition on August 21, 2020.

18 **D. The Proposed Settlement was negotiated at arm’s length.**

19 On February 25, March 24, September 3, and October 1, 2020, the Parties conducted  
 20 formal private mediation sessions with the Honorable Dickran M. Tevrizian (ret.) to attempt  
 21 to resolve the *Banh* and *Conti* cases. The Parties also conducted several informal mediation  
 22 sessions with Judge Tevrizian. Only limited progress was made in the February and March  
 23 sessions, but mediation efforts intensified after the *Banh* court issued its orders on the salient  
 24 motions to certify a class, exclude witnesses, and compel arbitration. Thanks in part to Judge  
 25 Tevrizian’s persistent attention, the mediation was successful, and the parties signed a

26 \_\_\_\_\_  
 27 <sup>2</sup> Emphasizing the close relationship between how *Bahn* and *Conti* were litigated, the  
 28 day after Judge Klausner issued his order regarding transfer, this Court issued an (In  
 Chambers) Order stating it was aware of Judge Klausner’s order and that “[t]his Court is  
 considering a similar approach.” ECF No. 60.

1 Memorandum of Understanding in October 2020 and, later, a Settlement Agreement. *See*  
 2 *generally* Declaration of Mediator Hon. Dickran M. Tevrizian in Support of Motion for  
 3 Preliminary Approval of Class Settlement (ECF No. 71-2), ¶¶ 4-9. *See also id.* at ¶7 (“The  
 4 negotiations were conducted at arm’s length, spirited, prolonged, and difficult.... The level  
 5 of advocacy for all parties throughout the mediation process was exceptionally informed,  
 6 ethical, and effective.”). Judge Tevrizian confirmed that “the level of advocacy for all  
 7 parties ... was exceptionally informed, ethical, and effective,” and that the parties “engaged  
 8 in extensive adversarial negotiations over a multitude of issues,” which negotiations were  
 9 “lengthy, principled, exhaustive, informed, and at time contentious.” ECF No. 71-2, ¶¶ 4-  
 10 9. After the agreement in *Banh* was finalized, the Parties used it as a guide to complete the  
 11 Settlement Agreement here.

12 **E. The Parties have no agreement on the amount of fees or expenses.**

13 Plaintiffs filed their motion for preliminary approval with this Court on May 14,  
 14 2021. ECF No. 71. On June 4, 2021, the Court granted Plaintiffs’ motion, preliminarily  
 15 approving the Settlement as fair and reasonable, and ordering Plaintiffs to issue notice to  
 16 the Class. ECF No. 73. The major Settlement terms are set forth at pages 6-9 of Plaintiffs’  
 17 motion (ECF No. 171), which are incorporated herein by reference. AHM has agreed to  
 18 pay Class Counsel’s reasonable attorneys’ fees and expense reimbursements in an amount  
 19 consistent with the terms of the Settlement Agreement and as approved by the Court.  
 20 Importantly, AHM’s payment of attorneys’ fees and expense reimbursement will not impact  
 21 or diminish any of the Settlement benefits available to the Class. At the time of settlement,  
 22 and indeed through the date of the filing of this Motion, there was no agreement on the  
 23 amount of fees, expenses, or service awards to be paid.

24 **F. Class Counsel expended substantial efforts for the benefit of the Class.**

25 Although the litigation settled in the pre-trial stage, Class Counsel invested a  
 26 substantial amount of time and resources investigating and litigating the *Conti* and *Banh*  
 27 actions, including (as relevant here): (1) investigating the claims; (2) meeting and  
 28 communicating regularly with Plaintiffs; (3) researching and drafting the complaint and



1 amended complaint; (4) drafting discovery requests and a protective order and issuing 11  
 2 third-party subpoenas; (5) negotiating the production of extensive Electronically-Stored  
 3 Information (“ESI”); (6) reviewing more than 20,000 pages of documents; (7) retaining and  
 4 consulting with liability and damages experts; (8) researching and responding to AHM’s  
 5 motion to dismiss; (9) drafting mediation statements and participating in contentious  
 6 mediation sessions; (10) assisting with drafting the Settlement Agreement and class notices;  
 7 (11) researching and drafting preliminary approval briefs; (12) working with the  
 8 independent engineering expert as necessary to provide relevant information related to the  
 9 litigation and the Infotainment System; (13) working to develop the Settlement website;  
 10 (14) overseeing administration of the Settlement; and (15) responding to contacts from  
 11 Class Members with questions about the Settlement. Matt Decl., ¶ 4.

12 Class Counsel have performed this work without compensation for their time and  
 13 paid substantial out-of-pocket expenses in the prosecution of the Class claims. Class  
 14 Counsel assumed the financial risks involved in the representation and agreed to advance  
 15 all costs of this litigation. If Class Counsel had not successfully resolved this matter or  
 16 prevailed at trial and any related appeals, Class Counsel would have been paid nothing.  
 17 Matt Decl., ¶ 10; Naylor Decl., ¶ 34.

### 18 III. ARGUMENT

19 “Federal Rule of Civil Procedure 23(h) permits the court to award reasonable  
 20 attorney’s fees and costs in class action settlements as authorized by law or by the parties’  
 21 agreement.” *In re HP Printer Firmware Update Litig.*, 2019 U.S. Dist. LEXIS 108959, at  
 22 \*6 (N.D. Cal. June 28, 2019) (citing Fed. R. Civ. P. 23(h)). “Courts in this circuit determine  
 23 attorney’s fees in class actions using either the lodestar method or the percentage-of-  
 24 recovery method.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019)  
 25 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998)). The lodestar  
 26 method “may prove more convenient” in a case where “valuing the settlement is difficult  
 27 or impossible.” *Id.* at \*47 (citations omitted).

28 “Because this is not a common fund case and attorney’s fees will be assessed against

1 defendant without reducing the relief available to the class, it appears the lodestar method  
 2 is the appropriate method for determining whether the attorney’s fees provision at issue is  
 3 reasonable at this stage.” *Wilson v. Metals USA, Inc.*, 2019 U.S. Dist. LEXIS 39854, at \*23  
 4 (E.D. Cal. Mar. 12, 2019)) (collecting cases); *Yamada v. Nobel Biocare Holding AG*, 825  
 5 F.3d 536, 546 (9th Cir. 2016) (finding lodestar method appropriate “where the relief sought  
 6 and obtained is not easily monetized, ensuring compensation for counsel who undertake  
 7 socially beneficial litigation”).

8 **A. Class Counsel’s Lodestar is Reasonable.**

9 “The lodestar calculation begins with the multiplication of the number of hours  
 10 reasonably expended by a reasonable hourly rate.” *In re Hyundai*, 926 F.3d at 570 (quoting  
 11 *Hanlon*, 150 F.3d at 1029).

12 **1. The number of hours billed is reasonable.**

13 The current billing rates for each attorney or staff who contributed to this case, along  
 14 with the hours billed and resulting lodestar as of October 29, 2021, are set forth at ¶¶ 13-14  
 15 in the Matt Decl. and ¶¶ 28-32 in, and Ex. A to, the Naylor Decl. Class Counsel maintained  
 16 contemporaneous and detailed time records, which include a description of all work  
 17 performed and expenses incurred.<sup>3</sup> The time committed by each firm was necessary to the  
 18 successful resolution of this litigation, and all attorneys made sure to efficiently allocate  
 19 work, coordinate assignments, and prevent the unnecessary duplication of work. Matt Decl.,  
 20 ¶¶ 5, 24; Naylor Decl., ¶ 6.

21 Moreover, because of the substantial overlap between the *Conti* and *Banh* cases,  
 22 some of Class Counsel’s time and expenses are fairly allocable to both cases. Naylor Decl.,  
 23

---

24 <sup>3</sup> Plaintiffs are providing the Court with their detailed time entries. Because the billing  
 25 records contain information covered by attorney-client privilege and significant discussion  
 26 of attorney work product that would need to be redacted in case the Court declines final  
 27 approval and the case returns to active litigation, Plaintiffs have not publicly filed their  
 28 detailed time entries and have, instead, submitted an application to have them reviewed *in camera*. See *Plaintiffs’ Application for Leave to Submit Class Counsel’s Detailed Time Records for In Camera Review*. Plaintiffs are also providing redacted versions of their time records to defense counsel.

1 ¶¶ 8-14. Notably, Class Counsel has meticulously avoided double billing by charging time  
2 and expenses to one case or the other, but never both. Matt Decl., ¶¶ 20-22. As more fully  
3 explained in the Naylor Decl., Class Counsel split all time and expense spent on mediation  
4 and settlement 50% to *Conti* and 50% to *Banh*, and split all time spent and expenses incurred  
5 on document discovery and depositions of AHM and its related companies' personnel 25%  
6 to *Conti* and 75% to *Banh*. Naylor Decl., ¶¶ 16-24; Matt Decl., ¶¶ 20-22.

7 Class Counsel anticipate conducting significant uncompensated work following this  
8 filing. In addition to responding to possible objectors and preparing for and presenting at  
9 the fairness hearing and addressing any appeals, Class Counsel will be required to oversee  
10 the administration of the Settlement and respond to questions or issues raised by Class  
11 Members. *See In re Philips/Magnavox TV Litig.*, 2012 U.S. Dist. LEXIS 67287, at \*47  
12 (D.N.J. May 14, 2012) (recognizing that time submitted in connection with a fee petition  
13 filed before final approval “does not include the fees and expenses...expended after [that  
14 date] on tasks such as preparing for and appearing at the fairness hearing”).

15 The 1,673.2 hours billed by Class Counsel were reasonable, appropriate, and  
16 necessary for the effective prosecution of this case. As set forth above, Class Counsel's  
17 lodestar is lower in this case than in the *Banh* action, as Class Counsel spent over 6,000  
18 hours on the *Banh* litigation. However, discovery in *Banh* was essential to inform the  
19 negotiations with Defendant. That discovery included nine deposition of non-plaintiff fact  
20 or expert witnesses (including multiple Rule 30(b)(6) depositions), the review of tens-of-  
21 thousands of pages of documents, and the submission of numerous expert reports.

22 Although Plaintiffs were able to resolve the action before trial, courts recognize that  
23 Class Counsel “should not be ‘punished’ for efficiently litigating[.]” *In re Volkswagen*  
24 *“Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*, 2017 WL 1352859, at \*6 (N.D.  
25 Cal. Apr. 12, 2017); *see also Rivera v. Agreserves, Inc.*, 2017 WL 445710, at \*13 (E.D. Cal.  
26 Feb. 1, 2017) (“[a]warding Plaintiff a lesser amount of fees based on a lower multiplier  
27 would penalize Plaintiff's counsel for achieving a stellar result with maximum efficiency”).  
28

1           **2. The hourly rates are reasonable.**

2           “[P]revailing market rates in the relevant community set the reasonable hourly rate  
3 for purposes of computing the lodestar amount.” *Gonzales v. City of Maywood*, 729 F.3d  
4 1196, 1205 (9th Cir. 2013). In general, “the relevant community is the forum in which the  
5 district court sits,” *id.*, and because counsel should be compensated for the delay in  
6 payment, it is appropriate to apply each biller’s current rates for all hours. *In re Wash. Pub.*  
7 *Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1305 (9th Cir. 1994). Counsel’s rates are  
8 reasonable if they are within the range charged by and awarded to attorneys of comparable  
9 experience, reputation, and ability for similar work, i.e., complex class action litigation.  
10 *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984).

11           This Court has already recognized in its Order granting preliminary approval of the  
12 settlement that Class Counsel “have extensive experience litigating complex matters,  
13 including automobile class actions” and that they have “represented the class capably.” *See*  
14 ECF 73 at PAGE ID # 1349. Additionally, Judge Tevrizian provided a sworn declaration  
15 in this matter in which he opined that Class Counsel was “highly capable, experienced, and  
16 informed,” and that based upon his “observations and first-hand experience, [Class] counsel  
17 have substantial expertise in the fields of class actions and complex litigation resolution”  
18 such that their “level of advocacy ... was exceptionally informed, ethical, and effective.”  
19 Tevrizian Decl. (ECF No. 71-2), ¶¶ 7-9. Accordingly, Class Counsel’s rates reflect their  
20 skill, experience, reputation, and ability for similar work.

21           The hourly rates sought by Class Counsel here range from \$225-\$325 for paralegals,  
22 \$375-650 for associates, and \$625-825 for partners. Matt Decl., ¶ 14; Naylor Decl., ¶¶ 28-  
23 32. These rates are consistent with the prevailing market rates in this forum for attorneys  
24 of comparable experience, reputation, and ability. *See* Declaration of Robert A. Curtis in  
25 Support of Motion for Attorneys’ Fees, Costs, and Service Awards (“Curtis Decl.”), ¶¶ 5-  
26 6. Moreover, the rates Class Counsel seek are consistent with those that have been approved  
27 by the Ninth Circuit and judges in the Central District. *See, e.g., Marshall v. Northrup*  
28 *Grumman Corp.*, 2020 WL 5668935, at \*7 (C.D. Cal. Sept. 18, 2020) (approving attorney

1 rates between \$490 and \$1,060 per hour); *Alikhan v. Goodrich Corp.*, 2020 WL 4919382,  
 2 at \*8 (C.D. Cal. June 25, 2020) (approving rates of up to \$950 per hour); *Edwards v. First*  
 3 *Am. Corp.*, 2016 WL 8999934, at \*5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found  
 4 reasonable); *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010)  
 5 (2008 hourly rates of up to \$875 for a partner, and \$700 for an attorney with 23 years of  
 6 experience); *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 2018 WL 8334858, at \*6 (C.D.  
 7 Cal. July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys  
 8 with more than ten years of experience, and \$325 to \$575 per hour for attorneys with 10 or  
 9 fewer years of experience, and \$250 per hour for paralegals and clerks); *Gutierrez v. Wells*  
 10 *Fargo Bank, N.A.*, 2015 U.S. Dist. LEXIS 67298, at \*14-15 (N.D. Cal. May 21, 2015) (rates  
 11 ranging \$475-\$975 for partners, \$300-\$490 for associates, \$150-\$430 for paralegals and  
 12 \$250-\$340 for litigation support staff); *In re Toyota Motor Corp. Unintended Acceleration*  
 13 *Mktg., Sales Practices, & Prods. Liab. Litig.*, 2013 WL 12327929, at \*33 n.13 (C.D. Cal.  
 14 July 24, 2013) (rates ranging from \$150 to \$950).

15 **B. The lodestar is reasonable and should not be adjusted up or down.**

16 Once calculated, the lodestar should be adjusted only in rare or exceptional cases.  
 17 *See, e.g., Velez v. Wynne*, 220 F. App'x 512 (9th Cir. 2007) (district court abused its  
 18 discretion by reducing the presumptively reasonable lodestar without an explanation of the  
 19 exceptional circumstances supporting such reduction). There is a ““strong presumption...  
 20 that the lodestar figure represents a reasonable fee . . . .” *Johnson v. Powers*, 2019 U.S.  
 21 Dist. LEXIS 79596, at \*7-8 (E.D. Cal. May 10, 2019) (quoting *Fischer v. SJB-P.D. Inc.*,  
 22 214 F.3d 1115, 1119 n.4 (9th Cir. 2000)). Here, there is no reason to adjust the lodestar up  
 23 or down because it represents a reasonable fee.

24 Courts in the Ninth Circuit consider a number of factors in setting an appropriate fee,  
 25 including: (1) the results achieved; (2) the risks of litigation; (3) whether there are benefits  
 26 to the class beyond the immediate generation of a cash fund; (4) whether the percentage  
 27 rate is above or below the market rate; (5) the contingent nature of the representation and  
 28 the opportunity cost of bringing the suit; (6) reactions from the class; and (7) a lodestar

1 cross-check. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-52 (9th Cir. 2002); *see also*  
2 *Kissel v. Code 42 Software Inc.*, 2018 WL 6113078, at \*4 (C.D. Cal. Feb. 20, 2018). These  
3 factors support Class Counsel’s fee request.

4 **1. Class Counsel achieved a favorable result for the Class.**

5 “The overall result and benefit to the class from the litigation is the most critical  
6 factor in granting a fee award.” *Graham v. Capital One Bank (USA), N.A.*, 2014 WL  
7 12579806, at \*5 (C.D. Cal. Dec. 8, 2014); *see also In re Heritage Bond Litig.*, 2005 WL  
8 1594389, \*8 (C.D. Cal. Jan. 10, 2005) (“result achieved” is a major factor in making fee  
9 award). As this Court has preliminarily found, the Settlement provides “a meaningful  
10 benefit” to the Class. *See* ECF No. 73, at PAGEID # 1350. These benefits include the  
11 independent engineering expert’s confirmation of the efficacy of AHM’s countermeasures,  
12 extending the vehicles’ warranties to ensure the countermeasures are effective in the field,  
13 improving the training of Honda dealership technicians to repair the Infotainment System  
14 issues, compensating certain vehicle owners with two years of for HondaLink Security  
15 service or one year of Sirius XM Select service for the inconvenience and hassle they have  
16 experienced due to the Infotainment System problems, and providing a mechanism for  
17 qualifying vehicle owners to receive full reimbursement for eligible out-of-pocket  
18 expenses. An actuarial expert with substantial experience in the field of automotive  
19 extended warranties has valued the two-years/24,000 miles extended warranty benefit alone  
20 to be worth over \$33 million. *See* Matt Decl., Ex. 6 (Declaration of Lee Bowron), ¶ 8.<sup>4</sup> The  
21 Court preliminarily called this relief “a fair compromise” and observed that without the  
22 Settlement, “there is a risk that Plaintiffs could have received much less.” ECF No. 73, at  
23 PAGEID # 1351.

24 Moreover, Class Counsel furthered the public interest by forcing AHM to implement

25 \_\_\_\_\_  
26 <sup>4</sup> The overall value created by this Settlement substantially exceeds the \$33 million value  
27 of the two-years/24,000 miles extended warranty benefit. This is because the \$33 million  
28 valuation does not include the HondaLink/Sirius XM benefit, the out-of-pocket  
reimbursement benefits, or the costs associated with the Dealership Assessment and  
Assistance Program and the Infotainment System Online Resource. *See* Matt Decl., ¶ 28.

1 software and hardware improvements to address the Infotainment System issues at the heart  
2 of this litigation, issuing class notice so that Class Members would be aware of the repairs  
3 and on-going efforts to improve the performance of the Infotainment System, and providing  
4 cost-free remedies under the extended warranty benefit. *See Aarons v. BMW of N. Am.,*  
5 *LLC*, 2014 WL 4090564, at \*14 (C.D. Cal., Apr. 29, 2014) (noting that “Class Counsel  
6 advanced the public interest by enforcing consumer protection laws...”). The results  
7 achieved here are substantial, and support Class Counsel’s fee request for their lodestar.

8 **2. Class Counsel performed superior quality work to achieve the Settlement.**

9 “Courts have recognized that the ‘prosecution and management of a complex national  
10 class action requires unique legal skills and abilities.’” *In re Toyota*, 2013 WL 12327929,  
11 at \*31 (quoting *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at \*6 (N.D. Cal. Feb. 2,  
12 2009)). When evaluating this factor, the “single clearest factor reflecting the quality of  
13 class counsels’ services to the class are the results obtained.” *In re Heritage*, 2005 WL  
14 1594389, at \*12 (citations omitted). As set forth above, the results achieved here confer  
15 significant benefits to the Class, and they were achieved after Class Counsel successfully  
16 resisted motions to dismiss, obtained certification of a California class in *Banh*, and  
17 completed discovery. Class Counsel have significant experience in consumer class actions,  
18 products liability, and auto defect cases (*see* Matt Decl., ¶ 25; Naylor Decl., ¶¶ 28-30), and  
19 the skill they exhibited here supports approval of the fee request. *See* Tevrizian Decl. (ECF  
20 No. 71-2), ¶¶ 7-9; *see also, e.g., Norris v. Mazzola*, 2017 U.S. Dist. LEXIS 208610, at \*38  
21 (N.D. Cal. Dec. 19, 2017) (fee award supported by the skill required in extensive motion  
22 practice and discovery, as well as the quality of work performed by highly experienced  
23 counsel); *Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at \*20 (N.D. Cal. Mar. 24, 2017)  
24 (class counsel’s consumer class action expertise allowed for a result that “would have been  
25 unlikely if entrusted to counsel of lesser experience or capability” given the “substantive  
26 and procedural complexities” and the “contentious nature” of the settlement); *Allagas v. BP*  
27 *Solar Int’l, Inc.*, 2016 U.S. Dis. LEXIS 187785, at \*5 (N.D. Cal. Dec. 22, 2016) (class  
28 counsel that were “highly experienced in prosecuting and settling complex class actions”

1 factors in favor of requested fee).

2 **3. This litigation was risky, complex, and expensive.**

3 Another factor to consider in determining attorneys' fees is the risk counsel took of  
4 "not recovering at all, particularly in a case involving complicated legal issues." *In re*  
5 *Toyota*, 2013 WL 12327929, at \*31 (C.D. Cal. July 24, 2013) (internal alterations and  
6 citations omitted); *see also In re Heritage*, 2005 WL 1594389, at \*14 ("The risks assumed  
7 by Class Counsel, particularly the risk of non-payment or reimbursement of costs, is a factor  
8 in determining counsel's proper fee award."); *Vizcaino*, 290 F.3d at 1048 ("Risk is a  
9 relevant circumstance."). Consumer fraud class actions carry an inherent risk of being more  
10 uncertain than other types of class actions. *Kakani v. Oracle Corp.*, 2007 U.S. Dist. LEXIS  
11 95496, at \*12 (N.D. Cal. Dec. 21, 2007).

12 Here, the litigation was fraught with numerous risks. While Class Counsel were  
13 confident in Plaintiffs' claims, there is a recognized element of risk in any litigation,  
14 particularly complex and expensive class litigation. This is not just an abstract concept, as  
15 illustrated by *Daniel v. Ford Motor Co.*, where after remand the case proceeded to an 11-  
16 day trial. The jury returned a defense verdict, and the court taxed plaintiffs with \$74,551.48  
17 in costs. *See Daniel v. Ford Motor Co.*, 2018 U.S. Dist. LEXIS 70545, at \*18 (E.D. Cal.  
18 Apr. 25, 2018). Class Counsel's advancement of almost one million dollars in resources,  
19 including professional time and tens-of-thousands of actual dollars of expenses, highlights  
20 the high level of risk they faced. *See In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047  
21 (C.D. Cal. 2008) ("The risk that further litigation might result in plaintiffs not recovering at  
22 all, particularly a case involving complicated legal issues, is a significant factor in the award  
23 of fees").

24 **4. Class Counsel worked on a contingent basis**

25 "Attorneys are entitled to a larger fee award when their compensation is contingent  
26 in nature." *In re Toyota*, 2013 WL 12327929, at \*32 (citing *Vizcaino*, 290 F.3d at 1048-50);  
27 *see also Kissel*, 2018 WL 6113078, at \*5. "[W]hen counsel takes cases on a contingency  
28 fee basis, and litigation is protracted, the risk of non-payment after years of litigation



1 justifies a significant fee award.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 261  
 2 (N.D. Cal. 2015). The potential of receiving little or no recovery in the face of increasing  
 3 risk weighs in favor of the requested fee. *See In re Washington*, 19 F.3d 1291, 1299; *Ching*  
 4 *v. Siemens Indus.*, 2014 U.S. Dist. LEXIS 89002, at \*25 (N.D. Cal. Jun. 27, 2014) (“Courts  
 5 have long recognized that the public interest is served by rewarding attorneys who assume  
 6 representation on a contingent basis with an enhanced fee to compensate them for the risk  
 7 that they might be paid nothing at all for their work.”); *Brown v. 22<sup>nd</sup> Dist. Agric. Ass’n*,  
 8 2017 U.S. Dist. LEXIS 115321, at \*22 (S.D. Cal. July 21, 2017) (recognizing that “class  
 9 counsel was forced to forego other employment in order to devote necessary time to this  
 10 litigation” and the substantial risk associated with taking the matter on a contingent basis  
 11 warranted “an upward adjustment to the fee award”). Forgoing other work, Class Counsel  
 12 litigated this class action over the last three years on a purely contingent basis (*see* Matt  
 13 Decl., ¶ 10; Naylor Decl., ¶ 34), and the risk of non-recovery is sufficiently substantial to  
 14 justify the instant fee request.

15 **5. The reaction of the Class also supports the fee request.**

16 “The absence of objections or disapproval by class members to Class Counsel’s fee  
 17 request further supports finding the fee request reasonable.” *In re Heritage Bond Litig.*,  
 18 2005 U.S. Dist. LEXIS 13555, at \*71 (C.D. Cal. June 10, 2005). As of the filing of this  
 19 motion, Class Counsel is aware of only 3 class members who have filed objections to the  
 20 Settlement out of approximately 400,000 class members. The absence or relatively small  
 21 number of objections is further evidence that the amount of attorneys’ fees is reasonable.  
 22 *See, e.g., Jarrell v. Amerigas Propane, Inc.*, 2018 U.S. Dist. LEXIS 58619, at \*8-9 (N.D.  
 23 Cal. Apr. 5, 2018); *In re Carrier iQ, Inc., Consumer Privacy Litig.*, 2016 U.S. Dist. LEXIS  
 24 114235, at \*30 (N.D. Cal. Aug. 25, 2016).

25 **6. A crosscheck is not necessary to confirm the reasonableness of the fee**  
 26 **request.**

27 The Ninth Circuit recently said that it does “not require courts employing the lodestar  
 28 method to perform a ‘crosscheck’ using the percentage method.” *In re Hyundai*, 926 F.3d  
 at 571. This would make “little logical sense,” it explained, because “the lodestar method

1 yields a fee that is presumptively [reasonable].” *Id.* (internal citations omitted).

2 **C. Class Counsel should be reimbursed for their litigation expenses.**

3 “Attorneys may recover their reasonable expenses that would typically be billed to  
4 paying clients in non-contingency matters.” *Kissel*, 2018 WL 6113078, at \*6. “Expenses  
5 such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone  
6 calls, computer legal research, postage, courier service, mediation, exhibits, documents  
7 scanning, and visual equipment are typically recoverable.” *Rutti v. Lojack Corp., Inc.*, 2012  
8 WL 3151077, \*12 (C.D. Cal. July 31, 2012). As submitted in detail in the attached  
9 declarations and summarized in the chart attached as Ex. 4 to the Matt Decl. and Exhibit E  
10 to the Naylor Decl., Class Counsel have collectively incurred \$28,845.45 in recoverable  
11 expenses. The declarations describe in more detail the various expenses, which included  
12 taking numerous depositions and attending multiple private mediation sessions. Matt Decl.,  
13 ¶¶ 16-18. And as with the lodestar figures, Plaintiffs have allocated some of the expenses  
14 relating to discovery and depositions from the *Banh* case, reducing the expenses claimed in  
15 that case and increasing the expenses claimed here. *See* Naylor Decl., ¶¶ 23, 24, 33.

16 Courts routinely approve reimbursement of expenses of much greater magnitude in  
17 automobile and other class action cases. *See, e.g., In re Chrysler-Dodge-Jeep Ecodiesel*  
18 *Mktg., Sales Practices & Prods. Liab. Litig.*, 2019 U.S. Dist. LEXIS 75205, at \*29 (N.D.  
19 Cal. May 3, 2019) (approving \$7 million in expenses); *In re Toyota*, 2013 WL 12327929, at  
20 \*31-33 (awarding \$27 million in expenses); *In re Cathode Ray Tube (CRT) Antitrust Litig.*,  
21 2016 U.S. Dist. LEXIS 102408, at \*84 (N.D. Cal. Aug. 3, 2016) (awarding \$7.67 million  
22 in expenses); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab.*  
23 *Litig.*, 2016 U.S. Dist. LEXIS 148374, at \*730 (N.D. Cal. Oct. 25, 2016) (approving up to  
24 \$8.5 million in expenses).

25 **D. The Court should grant a Service Award for each Class Representative.**

26 Class Counsel also request that the Court approve 21 service awards ranging from  
27  
28

1 \$2,000 to \$10,000 for Plaintiffs.<sup>5</sup> Service awards are typical in class actions, and “are  
2 intended to compensate class representatives for work done on behalf of the class, to make  
3 up for financial or reputational risk undertaken in bringing the action, and, sometimes, to  
4 recognize their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g*  
5 *Corp.*, 563 F.3d 948, 958-59 (9<sup>th</sup> Cir. 2009).

6 Each of the Plaintiffs expended considerable effort on behalf of the Class by, among  
7 other things, (1) meeting with Class Counsel at the outset of the case; (2) assisting with  
8 investigation of the facts; (3) reviewing the complaint prior to filing; (4) and consulting  
9 with Class Counsel during the litigation and settlement negotiations. *See* Exhibit A  
10 (Declarations of Ankrom, Beckwith, Bishop, Conley, Conti, Darr, Gill, Hetzler, Hirth, Issa,  
11 Lampton, Mohr, Morgan, Patel, Pereira, Pfeifer, Phan, Rossomando, Szajowitz, Simkin,  
12 Turberville). Their commitment to the Class’s interests and desire to remedy these issues,  
13 not just for themselves, but also the entire Class, was essential to the successful and timely  
14 prosecution of this class action and, in Class Counsel’s view, warrants recognition in the  
15 form of the service awards requested. The work that each Plaintiff performed, including  
16 their best estimate of the hours they spent in the prosecution of this case, is contained in  
17 their declarations, which are submitted herewith as Exhibit A.

18 This Court observed in its Order granting preliminary approval that contribution  
19 awards in this District typically range from \$3,000 to \$5,000. ECF No. 73 at PAGEID  
20 1354. Plaintiffs seek \$2,000 awards for all Plaintiffs except Lesley and Tom Conti, the  
21 original Plaintiffs in this action. As set forth in their Declaration, in 2018 the Contis turned  
22 down a \$3,000 pre-suit settlement offer from AHM, chose to prosecute this action on behalf  
23 of the Class as the original Plaintiffs in the first filed case in either *Banh* or *Conti*, and  
24 provided substantial input and assistance throughout this matter. Ex. A at p. 3-5 “Courts in  
25 this Circuit routinely grant requests for an award over \$5,000 where the particular

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26 <sup>5</sup> Although there are 25 named Plaintiffs, eight are spouses of other Plaintiffs (four are  
27 married couples). Plaintiffs request a single service award for each married couple.  
28 Accordingly, Plaintiffs request 21 service awards (17 awards for the 17 individual Plaintiffs  
and four awards for the eight married Plaintiffs).

1 circumstances warrant such an award.” *Nelson v. Avon Prods.*, 2017 U.S. Dist. LEXIS  
2 26451, at \*19 (N.D. Cal. Feb. 24, 2017); *see also Pike v. Cty. of San Bernardino*, 2020 WL  
3 1049912, at \*6 (C.D. Cal. Jan. 27, 2020) (granting \$15,000 service awards “where class  
4 representatives devoted great time and undertook great risk in the course of litigation”);  
5 *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335 (N.D. Cal. 2014) (awarding \$10,000  
6 where lead plaintiff was deposed, participated in a four-day mediation, and spent more than  
7 200 hours assisting in the case); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014)  
8 (\$15,000); *Ridgeway v. Wal-Mart Stores Inc.*, 269 F. Supp. 3d 975, 1003 (N.D. Cal. 2017)  
9 (\$15,000); *Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1317 (S.D. Cal. 2017)  
10 (\$15,000); *Viceral v. Mistras Grp., Inc.*, 2017 U.S. Dist. LEXIS 23220, at \*15 (N.D. Cal.  
11 Feb. 17, 2017) (\$7,500); *Harris v. Vector Mktg. Corp.*, 2012 U.S. Dist. LEXIS 13797, at  
12 \*24 (N.D. Cal. Feb. 6, 2012) (\$12,500); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS  
13 8476, at \*51-52 (N.D. Cal. Jan. 26, 2007) (\$25,000). Indeed, Courts have awarded amounts  
14 exceeding \$9,000 in other automobile class actions. *See In re Toyota Motor Corp.*, 2013  
15 U.S. Dist. LEXIS 94485, at \*231 (C.D. Cal. June 17, 2013) (approving service awards  
16 greater than \$10,000); *Dewey v. Volkswagen of Am.*, 909 F. Supp. 2d 373, 395 (D.N.J. 2012)  
17 (approving \$10,000 service awards to class representatives); *see also McLeod v. Bank of*  
18 *Am., N.A.*, 2019 U.S. Dist. LEXIS 40869, at \*22 (N.D. Cal. Mar. 13, 2019) (approving a  
19 \$15,000 service award in an employment case).

20 Accordingly, Plaintiffs request a single \$10,000 service award for Lesley and Tom  
21 Conti, and \$2,000 service awards for each of the remaining 20 Plaintiffs (with married  
22 Plaintiffs entitled to a single award). The proposed service awards are reasonable and  
23 within the normal range of awards and should be approved.

#### 24 IV. CONCLUSION

25 For the foregoing reasons, Plaintiffs and Class Counsel respectfully request that the  
26 Court approve \$972,200 in attorneys’ fees, \$28,845.45 in expenses, and \$50,000 in total  
27 service awards for the Plaintiffs.  
28

1 Dated: November 10, 2021.

HAGENS BERMAN SOBOL SHAPIRO LLP

2 By: /s/ Sean R. Matt

3 Steve W. Berman (*pro hac vice*)

4 Sean R. Matt (*pro hac vice*)

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*christopherp@hbsslaw.com*

13 Jeffrey S. Goldenberg (*pro hac vice*)

14 Todd Naylor (*pro hac vice*)

GOLDENBERG SCHNEIDER, LPA

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Cincinnati, Ohio 45242

Telephone: (513) 345-8291

Facsimile: (513) 345-8294

*jgoldenberg@gs-legal.com*

*tnaylor@gs-legal.com*

# Exhibit A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF LESLEY  
CONTI AND TOM CONTI IN  
SUPPORT OF PLAINTIFFS’  
MOTION FOR FEES, COSTS, AND  
SERVICE AWARDS AND  
PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF THE SETTLEMENT

We, Lesley Conti and Tom Conti, declare as follows pursuant to 28 U.S.C. § 1746:

1. We are Plaintiffs appointed by the Court as representatives for the Settlement Class in this case, which consists of current and former owners and lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and 2019 Honda Passport vehicles. We have personal knowledge of the information set forth herein and, if called upon, are competent to testify to the content of this declaration.

2. We submit this declaration in support of Plaintiffs' Motion for Attorneys'

1 Fees, Costs, and Service Awards and Plaintiffs’ Motion for Final Approval of the  
2 Settlement.

3  
4 3. We are the lead and original Plaintiffs in this action. We purchased our  
5 2018 Honda Odyssey new in June 2017 and were likely among the first consumers to  
6 experience the Infotainment System problems that are the foundation of this lawsuit.

7  
8 4. We began to experience Infotainment System problems almost  
9 immediately after our purchase, and we were asked by our dealership (Great Lakes  
10 Honda in Akron, Ohio) to keep a running journal of all of the problems we were  
11 experiencing with our van so that the dealership could share that information with  
12 American Honda Motor Co. (“Honda”).

13  
14 5. In response to our complaints, Honda sent a field engineer to Ohio in  
15 March 2018 to examine our van. Repair invoices show that the audio tuner,  
16 instrument panel wire harness, floor wire harness, and rear entertainment system  
17 control unit were all replaced. We were told that the dashboard was removed and that  
18 the van was essentially taken completely apart and put back together again. But the  
19 problems did not go away.

20  
21 6. Prior to deciding to file this lawsuit as a class action, Honda offered us  
22 \$3,000 to settle. We rejected the offer and decided to file a class action because we  
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1 believed that the Infotainment System problems we were experiencing were affecting  
2 more people than just us.

3  
4 7. We understood from the outset of our involvement that our role as class  
5 representatives was to act in the best interest of the class members, and we believe we  
6 have done so.

7  
8 8. Over the past approximately 2.5 years since the lawsuit was filed, we  
9 have spoken with our attorneys many times, by email, by text, and/or by phone to talk  
10 about the issues with the infotainment system in our Vehicle, including whether  
11 various software updates issued by Honda were improving the performance of the  
12 system. We have kept journals of ongoing problems, produced many pages of  
13 documents to Class Counsel, taken our van back to the dealership for another  
14 inspection by Honda engineers, reviewed the complaints in this case, and even  
15 performed factual research to support our claims. For example, we found, copied, and  
16 provided to Class Counsel articles from Consumer Reports discussing the poor  
17 performance of the Odyssey's infotainment system.

18  
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20  
21 9. We have also spent significant time reviewing the information provided  
22 to us by Class Counsel related to the settlement negotiations and mediation, and have  
23 engaged in multiple telephone conversations with Class Counsel regarding the  
24 settlement.  
25  
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1           13.     For the reasons stated above, we support Class Counsel’s request for  
2 attorneys’ fees, expense reimbursement, and the Service Award for our time and  
3 efforts spent on this litigation.  
4

5           We declare under penalty of perjury, under the laws of the State of Ohio and the  
6 United States, that the foregoing is true and correct to the best of our knowledge.

7                                 Nov 8, 2021  
8 Executed November \_\_\_\_, 2021, in the State of Ohio.

9  
10   *Lesley D Conti*  
11   Lesley D Conti (Nov 8, 2021 10:12 EST)

12   \_\_\_\_\_  
13   LESLEY CONTI

14   Nov 8, 2021  
15 Executed November \_\_\_\_, 2021, in the State of Ohio.

16   *Thomas J Conti*  
17   Thomas J Conti (Nov 8, 2021 10:45 EST)

18   \_\_\_\_\_  
19   TOM CONTI

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF BRANDI  
BISHOP IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Brandi Bishop, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 150 hours to this case.  
6 The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems my vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiaitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
12  
13

14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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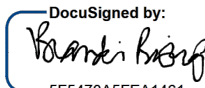
1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel's request for  
10 attorneys' fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Alabama and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/8/2021.

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19 Brandi Bishop  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF BRIGID AND  
MICHAEL HIRTH IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT



1 We, Brigid and Michael Hirth, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. We are two of the Plaintiffs appointed by the Court as representatives for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. We have personal knowledge of the information set  
6 forth herein and, if called upon, are competent to testify to the content of this  
7 declaration.  
8

9  
10 2. We submit this declaration in support of Plaintiffs' Motion for Attorneys'  
11 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
12 Settlement.  
13

14 3. We have been closely involved and attentive to this litigation since the  
15 beginning of our participation. We understood from the outset of our involvement that  
16 our role as class representatives was to act in the best interest of the class members,  
17 and we believe we have done so.  
18

19 4. Over the past approximately 2.5 years since the lawsuit was filed, we  
20 have spoken with our attorneys many times, by email, by text, and/or by phone to talk  
21 about the issues with the infotainment system in our Vehicle, including whether  
22 various software updates issued by Honda were improving the performance of the  
23 system.  
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DECLARATION OF BRIGID AND MICHAEL HIRTH IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     Our counsel also kept us informed of the settlement negotiations. We  
2 spent time reviewing the information provided to us by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, we estimate that we devoted approximately 120 hours to this  
6 case. The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems our vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiaitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
12  
13

14           7.     We believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, we support this Settlement because  
16 it focuses on improving the Vehicle’s Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to us and we believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. We understand that Class Counsel took this case on a contingency basis,  
6 and neither they nor we have received any compensation from anyone for the work  
7 and time devoted to this matter.  
8

9 9. For the reasons stated above, we support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for our time and efforts  
11 spent on this litigation.  
12

13 We declare under penalty of perjury, under the laws of the State of Arizona and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/7/2021.

17 DocuSigned by:  
*Brigid Hirth*  
C43A1B8E2FFB408...  
\_\_\_\_\_  
18 Brigid Hirth

19  
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22 \_\_\_\_\_  
Michael Hirth

1 Vehicles in for repairs. This is important to us and we believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4


5 8. We understand that Class Counsel took this case on a contingency basis,  
6 and neither they nor we have received any compensation from anyone for the work  
7 and time devoted to this matter.  
8

9 9. For the reasons stated above, we support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for our time and efforts  
11 spent on this litigation.  
12

13 We declare under penalty of perjury, under the laws of the State of Arizona and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/7/2021.

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18 \_\_\_\_\_  
19 Brigid Hirth

20 DocuSigned by:  
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23 Michael Hirth

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF MARK  
ANKROM IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Mark Ankrom, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 50 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
12  
13

14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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Vehicles in for repairs. This is important to me and I believe it will be a significant improvement for the Settlement Class Members because Honda dealerships will be required to address and repair issues described by the Class Member.

8. I understand that Class Counsel took this case on a contingency basis, and neither they nor I have received any compensation from anyone for the work and time devoted to this matter.

9. For the reasons stated above, I support Class Counsel’s request for attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts spent on this litigation.

I declare under penalty of perjury, under the laws of the State of Arizona and the United States, that the foregoing is true and correct to the best of my knowledge.

Executed on 11/5/2021.

DocuSigned by:  
  
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\_\_\_\_\_  
Mark Ankrom



1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF HEIDI PHAN  
AND PETER PHAN IN SUPPORT  
OF PLAINTIFFS' MOTION FOR  
FEES, COSTS, AND SERVICE  
AWARDS AND PLAINTIFFS'  
MOTION FOR FINAL APPROVAL  
OF THE SETTLEMENT

13 We, Heidi Phan and Peter Phan, declare as follows pursuant to 28 U.S.C. §  
14 1746:

15  
16 1. We are Plaintiffs appointed by the Court as representatives for  
17 the Settlement Class in this case, which consists of current and former owners and  
18 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
19 2019 Honda Passport vehicles. We have personal knowledge of the information set  
20 forth herein and, if called upon, are competent to testify to the content of this  
21 declaration.  
22

23  
24 2. We submit this declaration in support of Plaintiffs' Motion for Attorneys'  
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1 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
2 Settlement.

3  
4 3. We have been closely involved and attentive to this litigation since the  
5 beginning of our participation. We understood from the outset of our involvement that  
6 our role as class representatives was to act in the best interest of the class members,  
7 and we believe we have done so.  
8

9 4. Over the past approximately 2.5 years since the lawsuit was filed, we  
10 have spoken with our attorneys many times, by email, by text, and/or by phone to talk  
11 about the issues with the infotainment system in our Vehicle, including whether  
12 various software updates issued by Honda were improving the performance of the  
13 system.  
14

15  
16 5. Our counsel also kept us informed of the settlement negotiations. We  
17 spent time reviewing the information provided to us by Class Counsel related to the  
18 settlement negotiations and mediation.  
19

20 6. In sum, we estimate that we devoted approximately 8 hours to this case.  
21 The activities and time related to this case included: (a) researching about the  
22 Infotainment System problems our vehicle experienced (b) contacting Class Counsel  
23 and providing information to them about these problems (c) reviewing the Complaints  
24 filed in this action (d) communicating with Class Counsel on a regular basis about the  
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1 litigation and the settlement negotiations and (e) reviewing settlement documents and  
2 communicating with Class Counsel about the Settlement.

3  
4 7. We believe this Settlement is in the best interests of the Settlement Class  
5 and is fair, adequate and reasonable. Accordingly, we support this Settlement because  
6 it focuses on improving the Vehicle's Infotainment System functionality and  
7 performance by requiring American Honda Motor Company to notify the Settlement  
8 Class about the problems with, and the available repairs, for certain common  
9 Infotainment System problems, as well as to continue to work in good faith to improve  
10 performance, as necessary, through over-the-air updates. The Settlement also requires  
11 American Honda Motor Company to improve dealership performance so that  
12 Settlement Class Members have a better experience and outcome when they take their  
13 Vehicles in for repairs. This is important to us and we believe it will be a significant  
14 improvement for the Settlement Class Members because Honda dealerships will be  
15 required to address and repair issues described by the Class Member.  
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19

20 8. We understand that Class Counsel took this case on a contingency basis,  
21 and neither they nor we have received any compensation from anyone for the work  
22 and time devoted to this matter.  
23  
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1           9.     For the reasons stated above, we support Class Counsel’s request for  
2 attorneys’ fees, expense reimbursement, and the Service Award for our time and  
3 efforts spent on this litigation.  
4

5           We declare under penalty of perjury, under the laws of the State of Colorado  
6 and the United States, that the foregoing is true and correct to the best of our  
7 knowledge.  
8

Nov 4, 2021

9 Executed November \_\_\_\_, 2021, in the State of Colorado.

11 

12 Heidi Phan (Nov 4, 2021 12:47 MDT)

13 

---

HEIDI PHAN

14 Nov 4, 2021

15 Executed November \_\_\_\_, 2021, in the State of Colorado.

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18 Peter Van (Nov 4, 2021 15:25 MDT)

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF ANTHONY  
ROSSOMANDO IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

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I, Anthony Rossomando, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am one of the Plaintiffs appointed by the Court as a representative for the Settlement Class in this case, which consists of current and former owners and lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and 2019 Honda Passport vehicles. I have personal knowledge of the information set forth herein and, if called upon, am competent to testify to the content of this declaration.

2. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the Settlement.

3. I have been closely involved and attentive to this litigation since the beginning of my participation. I understood from the outset of my involvement that my role as a class representative was to act in the best interest of the class members, and I believe I have done so.

4. Over the past approximately 2.5 years since the lawsuit was filed, I have spoken with my attorneys many times, by email, by text, and/or by phone to talk about the issues with the infotainment system in my Vehicle, including whether various software updates issued by Honda were improving the performance of the system.

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 48 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
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13 I declare under penalty of perjury, under the laws of the State of Connecticut and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
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16 Executed on 11/5/2021.

DocuSigned by:  


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Anthony Rossomando

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF LAURA MOHR  
IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FEES, COSTS, AND  
SERVICE AWARDS AND  
PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF THE SETTLEMENT

1 I, Laura Mohr, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
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9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 30 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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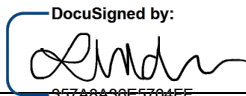
1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Florida and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
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16 Executed 11/4/2021.

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19 Laura Mohr

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF LARRY  
SIMKIN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Larry Simkin, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF LARRY SIMKIN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 75 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
12  
13

14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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DECLARATION OF LARRY SIMKIN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

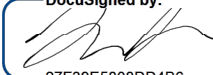
1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Florida and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
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16 Executed on 11/8/2021.

DocuSigned by:  
  
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18 Larry Simkin  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF HARMEET  
GILL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Harmeet Gill, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF HARMEET GILL IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 200 hours to this case.  
6 The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems my vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiaitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Georgia and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/8/2021.

17 DocuSigned by:  
*Harmeet Gill*  
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Harmeet Gill

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1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF YA EED ISSA  
IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FEES, COSTS, AND  
SERVICE AWARDS AND  
PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF THE SETTLEMENT

13 I, Ya eed Issa, declare as follows pursuant to 28 U.S.C. § 1746:

14 1. I am one of the Plaintiffs appointed by the Court as a representative for  
15 the Settlement Class in this case, which consists of current and former owners and  
16 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
17 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
18 herein and, if called upon, am competent to testify to the content of this declaration.  
19

20 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
21 Fees, Costs, and Service Awards and Plaintiffs’ Motion for Final Approval of the  
22 Settlement.  
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1           3.     I have been closely involved and attentive to this litigation since the  
2 beginning of my participation. I understood from the outset of my involvement that  
3 my role as a class representative was to act in the best interest of the class members,  
4 and I believe I have done so.  
5

6           4.     Over the past approximately 2.5 years since the lawsuit was filed, I have  
7 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
8 the issues with the infotainment system in my Vehicle, including whether various  
9 software updates issued by Honda were improving the performance of the system.  
10

11           5.     My counsel also kept me informed of the settlement negotiations. I spent  
12 time reviewing the information provided to me by Class Counsel related to the  
13 settlement negotiations and mediation.  
14

15           6.     In sum, I estimate that I devoted approximately 12 hours to this case. The  
16 activities and time related to this case included: (a) researching about the Infotainment  
17 System problems my vehicle experienced (b) contacting Class Counsel and providing  
18 information to them about these problems (c) reviewing the Complaints filed in this  
19 action (d) communicating with Class Counsel on a regular basis about the litigation  
20 and the settlement negotiations and (e) reviewing settlement documents and  
21 communicating with Class Counsel about the Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle’s Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.

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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.

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21           9.       For the reasons stated above, I support Class Counsel’s request for  
22 attorneys’ fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.

24  
25           I declare under penalty of perjury, under the laws of the State of Illinois and  
26

1 the United States, that the foregoing is true and correct to the best of my knowledge.

2 Nov 4, 2021

3 Executed November \_\_, 2021, in the State of Illinois.

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Yazeed Issa (Nov 4, 2021 22:27 CDT)

6 YA EED ISSA



1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF ASHLEY  
PFEIFER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

13 I, Ashley Pfeifer, declare as follows pursuant to 28 U.S.C. § 1746:

14 1. I am one of the Plaintiffs appointed by the Court as a representative for  
15 the Settlement Class in this case, which consists of current and former owners and  
16 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
17 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
18 herein and, if called upon, am competent to testify to the content of this declaration.  
19

20 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
21 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
22 Settlement.  
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1           3.     I have been closely involved and attentive to this litigation since the  
2 beginning of my participation. I understood from the outset of my involvement that  
3 my role as a class representative was to act in the best interest of the class members,  
4 and I believe I have done so.  
5

6           4.     Over the past approximately 2.5 years since the lawsuit was filed, I have  
7 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
8 the issues with the infotainment system in my Vehicle, including whether various  
9 software updates issued by Honda were improving the performance of the system.  
10

11           5.     My counsel also kept me informed of the settlement negotiations. I spent  
12 time reviewing the information provided to me by Class Counsel related to the  
13 settlement negotiations and mediation.  
14

15           6.     In sum, I estimate that I devoted approximately 2.5 hours to this case.  
16 The activities and time related to this case included: (a) researching about the  
17 Infotainment System problems my vehicle experienced (b) contacting Class Counsel  
18 and providing information to them about these problems (c) reviewing the Complaints  
19 filed in this action (d) communicating with Class Counsel on a regular basis about the  
20 litigation and the settlement negotiations and (e) reviewing settlement documents and  
21 communicating with Class Counsel about the Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle’s Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.

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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.

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21           9.       For the reasons stated above, I support Class Counsel’s request for  
22 attorneys’ fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.

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25           I declare under penalty of perjury, under the laws of the State of Kansas and  
26

1 the United States, that the foregoing is true and correct to the best of my knowledge.

2 Nov 4, 2021

3 Executed November \_\_, 2021, in the State of Kansas.

4 *Ashley Pfeifer*

5 Ashley Pfeifer (Nov 4, 2021 17:23 CDT)

6 ASHLEY PFEIFER

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF WILLIAM D.  
LAMPTON IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, William D. Lampton, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF WILLIAM D. LAMPTON IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 160 hours to this case.  
6 The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems my vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiatitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle’s Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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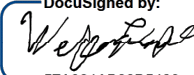
1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Indiana and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
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16 Executed on 11/4/2021 \_\_\_\_\_.

DocuSigned by:  


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\_\_\_\_\_  
William D. Lampton

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1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF JACOB  
SZAJOWITZ IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

13 I, Jacob Szajowitz, declare as follows pursuant to 28 U.S.C. § 1746:

14 1. I am one of the Plaintiffs appointed by the Court as a representative for  
15 the Settlement Class in this case, which consists of current and former owners and  
16 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
17 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
18 herein and, if called upon, am competent to testify to the content of this declaration.  
19

20 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
21 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
22 Settlement.  
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1           3.     I have been closely involved and attentive to this litigation since the  
2 beginning of my participation. I understood from the outset of my involvement that  
3 my role as a class representative was to act in the best interest of the class members,  
4 and I believe I have done so.  
5

6           4.     Over the past approximately 2.5 years since the lawsuit was filed, I have  
7 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
8 the issues with the infotainment system in my Vehicle, including whether various  
9 software updates issued by Honda were improving the performance of the system.  
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11           5.     My counsel also kept me informed of the settlement negotiations. I spent  
12 time reviewing the information provided to me by Class Counsel related to the  
13 settlement negotiations and mediation.  
14

15           6.     In sum, I estimate that I devoted approximately 30 hours to this case. The  
16 activities and time related to this case included: (a) researching about the Infotainment  
17 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
18 information to them about these problems; (c) reviewing the Complaints filed in this  
19 action; (d) communicating with Class Counsel on a regular basis about the litigation  
20 and the settlement negotiations; and (e) reviewing settlement documents and  
21 communicating with Class Counsel about the Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle’s Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.  
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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.  
20

21           9.       For the reasons stated above, I support Class Counsel’s request for  
22 attorneys’ fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.  
24

25           I declare under penalty of perjury, under the laws of the State of Maryland and  
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1 the United States, that the foregoing is true and correct to the best of my knowledge.

2 Nov 5, 2021

3 Executed November \_\_\_\_, 2021, in the State of Maryland.

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6

*Jacob Szajowitz*

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JACOB SZAJOWITZ

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DECLARATION OF JACOB SZAJOWITZ IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF MICHAELA  
HET LER (n/k/a MICHAELA  
GAGNE) IN SUPPORT OF  
PLAINTIFFS’ MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS’ MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

13 I, Michaela Gagne, declare as follows pursuant to 28 U.S.C. § 1746:

14 1. I am one of the Plaintiffs appointed by the Court as a representative for  
15 the Settlement Class in this case, which consists of current and former owners and  
16 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
17 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
18 herein and, if called upon, am competent to testify to the content of this declaration.  
19

20 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
21 Fees, Costs, and Service Awards and Plaintiffs’ Motion for Final Approval of the  
22 Settlement.  
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1           3.     I have been closely involved and attentive to this litigation since the  
2 beginning of my participation. I understood from the outset of my involvement that  
3 my role as a class representative was to act in the best interest of the class members,  
4 and I believe I have done so.  
5

6           4.     Over the past approximately 2.5 years since the lawsuit was filed, I have  
7 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
8 the issues with the infotainment system in my Vehicle, including whether various  
9 software updates issued by Honda were improving the performance of the system.  
10

11           5.     My counsel also kept me informed of the settlement negotiations. I spent  
12 time reviewing the information provided to me by Class Counsel related to the  
13 settlement negotiations and mediation.  
14

15           6.     In sum, I estimate that I devoted approximately 2-3 hours to this case.  
16 The activities and time related to this case included: (a) researching about the  
17 Infotainment System problems my vehicle experienced (b) contacting Class Counsel  
18 and providing information to them about these problems (c) reviewing the Complaints  
19 filed in this action (d) communicating with Class Counsel on a regular basis about the  
20 litigation and the settlement negotiations and (e) reviewing settlement documents and  
21 communicating with Class Counsel about the Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle's Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.  
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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.  
20

21           9.       For the reasons stated above, I support Class Counsel's request for  
22 attorneys' fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.  
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1 I declare under penalty of perjury, under the laws of the State of Massachusetts  
2 and the United States, that the foregoing is true and correct to the best of my  
3 knowledge.  
4

Nov 4, 2021

5 Executed November \_\_\_\_, 2021, in the State of Massachusetts.  
6

7 *Michaela Gagne*

8 Michaela Gagne (Nov 4, 2021 14:23 EDT)

9 MICHAELA GAGNE  
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DECLARATION OF MICHAELA HETLER (n/k/a MICHAELA GAGNE)  
IN SUPPORT OF PLAINTIFFS' MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS



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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF MICHELLE  
BECKWITH IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Michelle Beckwith, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF MICHELLE BECKWITH IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 31.25 hours to this case.  
6 The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems my vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiaitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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DECLARATION OF MICHELLE BECKWITH IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Missouri and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/7/2021.

17 DocuSigned by:  
*Michelle Beckwith*  
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Michelle Beckwith

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF ROSS AND  
STEPHANIE CONLEY IN SUPPORT  
OF PLAINTIFFS’ MOTION FOR  
FEES, COSTS, AND SERVICE  
AWARDS AND PLAINTIFFS’  
MOTION FOR FINAL APPROVAL  
OF THE SETTLEMENT

1 We, Ross and Stephanie Conley, declare as follows pursuant to 28 U.S.C. §  
2 1746:

3  
4 1. We are two of the Plaintiffs appointed by the Court as representatives for  
5 the Settlement Class in this case, which consists of current and former owners and  
6 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
7 2019 Honda Passport vehicles. We have personal knowledge of the information set  
8 forth herein and, if called upon, are competent to testify to the content of this  
9 declaration.  
10

11  
12 2. We submit this declaration in support of Plaintiffs' Motion for Attorneys'  
13 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
14 Settlement.  
15

16 3. We have been closely involved and attentive to this litigation since the  
17 beginning of our participation. We understood from the outset of our involvement that  
18 our role as class representatives was to act in the best interest of the class members,  
19 and we believe we have done so.  
20

21 4. Over the past approximately 2.5 years since the lawsuit was filed, we  
22 have spoken with our attorneys many times, by email, by text, and/or by phone to talk  
23 about the issues with the infotainment system in our Vehicle, including whether  
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1 various software updates issued by Honda were improving the performance of the  
2 system.

3  
4 5. Our counsel also kept us informed of the settlement negotiations. We  
5 spent time reviewing the information provided to us by Class Counsel related to the  
6 settlement negotiations and mediation.

7  
8 6. In sum, we estimate that we devoted approximately 35 hours to this case.  
9 The activities and time related to this case included: (a) researching about the  
10 Infotainment System problems our vehicle experienced; (b) contacting Class Counsel  
11 and providing information to them about these problems; (c) reviewing the Complaints  
12 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
13 litigation and the settlement negotiations; and (e) reviewing settlement documents and  
14 communicating with Class Counsel about the Settlement.  
15  
16

17 7. We believe this Settlement is in the best interests of the Settlement Class  
18 and is fair, adequate and reasonable. Accordingly, we support this Settlement because  
19 it focuses on improving the Vehicle's Infotainment System functionality and  
20 performance by requiring American Honda Motor Company to notify the Settlement  
21 Class about the problems with, and the available repairs, for certain common  
22 Infotainment System problems, as well as to continue to work in good faith to improve  
23 performance, as necessary, through over-the-air updates. The Settlement also requires  
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1 American Honda Motor Company to improve dealership performance so that  
2 Settlement Class Members have a better experience and outcome when they take their  
3 Vehicles in for repairs. This is important to us and we believe it will be a significant  
4 improvement for the Settlement Class Members because Honda dealerships will be  
5 required to address and repair issues described by the Class Member.  
6

7  
8 8. We understand that Class Counsel took this case on a contingency basis,  
9 and neither they nor we have received any compensation from anyone for the work  
10 and time devoted to this matter.  
11

12 9. For the reasons stated above, we support Class Counsel’s request for  
13 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
14 spent on this litigation.  
15

16 We declare under penalty of perjury, under the laws of the State of Oklahoma  
17 and the United States, that the foregoing is true and correct to the best of my  
18 knowledge.  
19

20 Executed on 11/5/2021.

21   
22 269198E17A334CC  
23 Ross Conley

24  
25 Stephanie Conley  
26



1 American Honda Motor Company to improve dealership performance so that  
2 Settlement Class Members have a better experience and outcome when they take their  
3 Vehicles in for repairs. This is important to us and we believe it will be a significant  
4 improvement for the Settlement Class Members because Honda dealerships will be  
5 required to address and repair issues described by the Class Member.  
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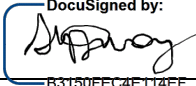
8 8. We understand that Class Counsel took this case on a contingency basis,  
9 and neither they nor we have received any compensation from anyone for the work  
10 and time devoted to this matter.  
11

12 9. For the reasons stated above, we support Class Counsel’s request for  
13 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
14 spent on this litigation.  
15

16 We declare under penalty of perjury, under the laws of the State of Oklahoma  
17 and the United States, that the foregoing is true and correct to the best of my  
18 knowledge.  
19

20 Executed on 11/5/2021.

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22 \_\_\_\_\_  
23 Ross Conley

24 DocuSigned by:  
  
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26 Stephanie Conley  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF EMILY DARR  
IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FEES, COSTS, AND  
SERVICE AWARDS AND  
PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF THE SETTLEMENT

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I, Emily Darr, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am one of the Plaintiffs appointed by the Court as a representative for the Settlement Class in this case, which consists of current and former owners and lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and 2019 Honda Passport vehicles. I have personal knowledge of the information set forth herein and, if called upon, am competent to testify to the content of this declaration.

2. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the Settlement.

3. I have been closely involved and attentive to this litigation since the beginning of my participation. I understood from the outset of my involvement that my role as a class representative was to act in the best interest of the class members, and I believe I have done so.

4. Over the past approximately 2.5 years since the lawsuit was filed, I have spoken with my attorneys many times, by email, by text, and/or by phone to talk about the issues with the infotainment system in my Vehicle, including whether various software updates issued by Honda were improving the performance of the system.

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 45 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
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5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of South Carolina and  
14 the United States, that the foregoing is true and correct to the best of my knowledge.  
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16 Executed on 11/8/2021.

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18 Emily Darr  
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1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF PAMELA  
TURBERVILLE IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

13 I, Pamela Turberville, declare as follows pursuant to 28 U.S.C. § 1746:  
14

15 1. I am one of the Plaintiffs appointed by the Court as a representative for  
16 the Settlement Class in this case, which consists of current and former owners and  
17 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
18 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
19 herein and, if called upon, am competent to testify to the content of this declaration.  
20

21 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
22 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
23 Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle’s Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.

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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.

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21           9.       For the reasons stated above, I support Class Counsel’s request for  
22 attorneys’ fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.

24  
25           I declare under penalty of perjury, under the laws of the State of Tennessee and



1 the United States, that the foregoing is true and correct to the best of my knowledge.

2 Nov 4, 2021  
3 Executed November \_\_\_\_, 2021, in the State of Tennessee.

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Pamela Turberville (Nov 4, 2021 13:42 EDT)

PAMELA TURBERVILLE

1 UNITED STATES DISTRICT COURT  
2 CENTRAL DISTRICT OF CALIFORNIA  
3 WESTERN DIVISION

4 LESLEY CONTI AND TOM CONTI on  
5 behalf of themselves and all others  
6 similarly situated,

7 Plaintiffs,

8 v.

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

11 Defendant.  
12

Case No.: 2:19-cv-2160-CJC-GJS

DECLARATION OF SMRUTI  
PATEL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

13 I, Smruti Patel, declare as follows pursuant to 28 U.S.C. § 1746:

14 1. I am one of the Plaintiffs appointed by the Court as a representative for  
15 the Settlement Class in this case, which consists of current and former owners and  
16 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
17 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
18 herein and, if called upon, am competent to testify to the content of this declaration.  
19

20 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
21 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
22 Settlement.  
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1           3.     I have been closely involved and attentive to this litigation since the  
2 beginning of my participation. I understood from the outset of my involvement that  
3 my role as a class representative was to act in the best interest of the class members,  
4 and I believe I have done so.  
5

6           4.     Over the past approximately 2.5 years since the lawsuit was filed, I have  
7 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
8 the issues with the infotainment system in my Vehicle, including whether various  
9 software updates issued by Honda were improving the performance of the system.  
10

11           5.     My counsel also kept me informed of the settlement negotiations. I spent  
12 time reviewing the information provided to me by Class Counsel related to the  
13 settlement negotiations and mediation.  
14

15           6.     In sum, I estimate that I devoted approximately 15 hours to this case. The  
16 activities and time related to this case included: (a) researching about the Infotainment  
17 System problems my vehicle experienced (b) contacting Class Counsel and providing  
18 information to them about these problems (c) reviewing the Complaints filed in this  
19 action (d) communicating with Class Counsel on a regular basis about the litigation  
20 and the settlement negotiations and (e) reviewing settlement documents and  
21 communicating with Class Counsel about the Settlement.  
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1           7.       I believe this Settlement is in the best interests of the Settlement Class  
2 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
3 focuses on improving the Vehicle’s Infotainment System functionality and  
4 performance by requiring American Honda Motor Company to notify the Settlement  
5 Class about the problems with, and the available repairs, for certain common  
6 Infotainment System problems, as well as to continue to work in good faith to improve  
7 performance, as necessary, through over-the-air updates. The Settlement also requires  
8 American Honda Motor Company to improve dealership performance so that  
9 Settlement Class Members have a better experience and outcome when they take their  
10 Vehicles in for repairs. This is important to me and I believe it will be a significant  
11 improvement for the Settlement Class Members because Honda dealerships will be  
12 required to address and repair issues described by the Class Member.

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17           8.       I understand that Class Counsel took this case on a contingency basis, and  
18 neither they nor I have received any compensation from anyone for the work and time  
19 devoted to this matter.

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21           9.       For the reasons stated above, I support Class Counsel’s request for  
22 attorneys’ fees, expense reimbursement, and the Service Award for my time and  
23 efforts spent on this litigation.

24  
25           I declare under penalty of perjury, under the laws of the State of Texas and  
26

1 the United States, that the foregoing is true and correct to the best of my knowledge.

2 Nov 4, 2021

3 Executed November \_\_\_\_, 2021, in the State of Texas.

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Smruti Patel (Nov 4, 2021 13:26 CDT)

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SMRUTI PATEL

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF ANN MORGAN  
IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FEES, COSTS, AND  
SERVICE AWARDS AND  
PLAINTIFFS’ MOTION FOR FINAL  
APPROVAL OF THE SETTLEMENT

1 I, Ann Morgan, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF ANN MORGAN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 60 hours to this case. The  
6 activities and time related to this case included: (a) researching about the Infotainment  
7 System problems my vehicle experienced; (b) contacting Class Counsel and providing  
8 information to them about these problems; (c) reviewing the Complaints filed in this  
9 action; (d) communicating with Class Counsel on a regular basis about the litigation  
10 and the settlement negotiations; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle's Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the District of Columbia and the  
14 United States, that the foregoing is true and correct to the best of my knowledge.  
15

16 Executed on 11/3/2021.

DocuSigned by:  
*Ann Morgan*  
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Ann Morgan

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

LESLEY CONTI AND TOM CONTI 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-2160-CJC-GJS

DECLARATION OF JULIE  
PEREIRA IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FEES,  
COSTS, AND SERVICE AWARDS  
AND PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF THE  
SETTLEMENT

1 I, Julie Pereira, declare as follows pursuant to 28 U.S.C. § 1746:

2 1. I am one of the Plaintiffs appointed by the Court as a representative for  
3 the Settlement Class in this case, which consists of current and former owners and  
4 lessees of 2018 and 2019 Honda Odyssey vehicles, 2019 Honda Pilot vehicles, and  
5 2019 Honda Passport vehicles. I have personal knowledge of the information set forth  
6 herein and, if called upon, am competent to testify to the content of this declaration.  
7  
8

9 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys'  
10 Fees, Costs, and Service Awards and Plaintiffs' Motion for Final Approval of the  
11 Settlement.  
12

13 3. I have been closely involved and attentive to this litigation since the  
14 beginning of my participation. I understood from the outset of my involvement that  
15 my role as a class representative was to act in the best interest of the class members,  
16 and I believe I have done so.  
17

18 4. Over the past approximately 2.5 years since the lawsuit was filed, I have  
19 spoken with my attorneys many times, by email, by text, and/or by phone to talk about  
20 the issues with the infotainment system in my Vehicle, including whether various  
21 software updates issued by Honda were improving the performance of the system.  
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DECLARATION OF JULIE PEREIRA IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FEES, COSTS, AND SERVICE AWARDS  
Case No. 2:19-cv-2160-CJC-GJS

1           5.     My counsel also kept me informed of the settlement negotiations. I spent  
2 time reviewing the information provided to me by Class Counsel related to the  
3 settlement negotiations and mediation.  
4

5           6.     In sum, I estimate that I devoted approximately 145.75 hours to this case.  
6 The activities and time related to this case included: (a) researching about the  
7 Infotainment System problems my vehicle experienced; (b) contacting Class Counsel  
8 and providing information to them about these problems; (c) reviewing the Complaints  
9 filed in this action; (d) communicating with Class Counsel on a regular basis about the  
10 litigation and the settlement negotiaitons; and (e) reviewing settlement documents and  
11 communicating with Class Counsel about the Settlement.  
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14           7.     I believe this Settlement is in the best interests of the Settlement Class  
15 and is fair, adequate and reasonable. Accordingly, I support this Settlement because it  
16 focuses on improving the Vehicle’s Infotainment System functionality and  
17 performance by requiring American Honda Motor Company to notify the Settlement  
18 Class about the problems with, and the available repairs, for certain common  
19 Infotainment System problems, as well as to continue to work in good faith to improve  
20 performance, as necessary, through over-the-air updates. The Settlement also requires  
21 American Honda Motor Company to improve dealership performance so that  
22 Settlement Class Members have a better experience and outcome when they take their  
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1 Vehicles in for repairs. This is important to me and I believe it will be a significant  
2 improvement for the Settlement Class Members because Honda dealerships will be  
3 required to address and repair issues described by the Class Member.  
4

5 8. I understand that Class Counsel took this case on a contingency basis, and  
6 neither they nor I have received any compensation from anyone for the work and time  
7 devoted to this matter.  
8

9 9. For the reasons stated above, I support Class Counsel’s request for  
10 attorneys’ fee, expense reimbursement, and the Service Award for my time and efforts  
11 spent on this litigation.  
12

13 I declare under penalty of perjury, under the laws of the State of Washington  
14 and the United States, that the foregoing is true and correct to the best of my  
15 knowledge.  
16

17 Executed on 11/5/2021.

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19 9E4C1B4ADC6B4BA  
20 Julie Pereira  
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