

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Aberin, et al. v. American Honda Motor Co., Inc.

Aberin · No. 4:16-cv-04384-JST · Decided June 11, 2025

SUMMARY

This document is a federal district court final approval order and judgment approving a class action settlement concerning certain Acura vehicles and claims relating to the HFL System. The court certified a settlement class, approved the settlement, dismissed the claims with prejudice, incorporated the release, awarded attorneys’ fees and expenses, and granted incentive awards to the named plaintiffs. The order retains jurisdiction to administer and enforce the settlement.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jon S. Tigar
DECIDED	June 11, 2025
DOCKET	4:16-cv-04384-JST
DISPOSITION	dismissed
PROCEDURAL POSTURE	The court considered the parties' motions for final approval of a class action settlement, attorneys' fees and expense reimbursement, and incentive awards following preliminary approval, class notice, and a final approval hearing.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 23(e)(2), the court evaluated whether the settlement was fair, reasonable, and adequate.
PRECEDENTIAL VALUE	unpublished
PARTIES	Aberin, et al., individually and on behalf of all others similarly situated v. American Honda Motor Co., Inc.

TOPICS

- class actions
- civil procedure
- subject matter jurisdiction
- personal jurisdiction
- attorney fees

PRACTICE AREAS

- civil procedure
- class action settlement
- consumer protection
- attorney fees
- remedies

QUESTIONS PRESENTED

1. Whether the proposed class settlement was fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2).
2. Whether the requirements for certification of a settlement class under Federal Rule of Civil Procedure 23(a) and (b)(3) were satisfied.
3. Whether the court had subject matter and personal jurisdiction to approve the settlement and bind the settlement class members.
4. Whether the requested attorneys' fees, expense reimbursement, and named-plaintiff incentive awards should be approved.
5. Whether the claims against American Honda Motor Co., Inc. should be dismissed with prejudice pursuant to the settlement.

HOLDINGS

1. The settlement was fair, reasonable, and adequate and was finally approved.
2. The requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) were satisfied for certification of the class for settlement purposes.
3. The court had subject matter jurisdiction under 28 U.S.C. § 1332(d)(2), personal jurisdiction over the plaintiffs, defendant, and settlement class members, and jurisdiction to approve the settlement and enter judgment.
4. The court awarded Class Counsel \$8,555,519.50 in attorneys' fees, \$1,026,270.91 in costs and expenses, and \$5,000 to each named plaintiff as an incentive award.
5. All claims against American Honda Motor Co., Inc. were dismissed on the merits and with prejudice, subject to the settlement's provisions concerning fees, costs, releases, and administration.

KEY QUOTATIONS

“the Settlement is fair, reasonable and adequate. Accordingly, the Settlement is hereby finally approved by the Court.” (at 2)

“The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2). Further, the Court has personal jurisdiction over the Plaintiffs and Defendant, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement” (at 3)

“the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3) have been satisfied for certification of the Class for settlement purposes” (at 3-4)

FACTUAL BACKGROUND

The parties reached a class settlement concerning claims arising from the HFL System in certain Acura TL, MDX, and RDX vehicles purchased before the vehicles reached 10 years or 120,000 miles in California, Kansas, New York, and Washington. The settlement followed lengthy arm's-length negotiations, and notice was provided to class members by first-class mail and electronically where possible.

PROCEDURAL HISTORY

The court preliminarily approved the proposed class settlement on February 1, 2024 and directed notice to the settlement class. After notice, 10 objections and 57 opt-out requests were received. Following the August 15, 2024 final approval hearing, the court finally approved the settlement, certified the settlement class, awarded fees, expenses, and incentive awards, and entered judgment dismissing the claims against Honda with prejudice.

DISPOSITION

dismissed

CASES CITED

- In re Bluetooth Headset Prod. Liab. Litig., 654 F.3d 935, 946 (9th Cir. 2011)
- Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 811-12 (1985)
- Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314-15 (1950)

OPINION

Aberin v. American Honda Motor Company, Inc.

PER CURIAM.

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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OAKLAND DIVISION

4 5 ABERIN, et al., individually and on behalf of all Case No. 4:16-cv-04384-JST others similarly
situated , 6 Plaintiffs, [PROPOSED] FINAL APPROVAL ORDER

7 AND JUDGMENT

v. 8 AMERICAN HONDA MOTOR CO., INC. , Judge: Honorable Jon S. Tigar 9 Defendant. 10

11 THIS MATTER having come before the Court for consideration of the parties’ application 12
for Final Approval of Class Action Settlement and the parties’ briefing related to Plaintiffs’ 13
application for an Award of Attorneys’ Fees, Reimbursement of Expenses and Plaintiffs’ Service
14 Awards. The terms used in this Order that are defined in the Settlement Agreement shall have
the 15 same meaning as set forth in the Settlement Agreement. 16 WHEREAS, Defendant
American Honda Motor Co., Inc. (“Defendant” or “AHM”) and 17 Plaintiffs Lindsay and Jeff
Aberin (a married couple), Don Awtrey, Charles Burgess, John Kelly, 18 and Joy Matza (“Named
Plaintiffs”) reached a Class settlement (the “Settlement”); 19 WHEREAS, the parties submitted
the Settlement Agreement together with their motion for 20 preliminary approval of the proposed
settlement to the Court; 21 WHEREAS, the Court gave its preliminary approval of the Settlement
on February 1, 2024 22 (the “Preliminary Approval Order”) and directed the parties to provide

notice to the Class of the 23 24 1 1 proposed Settlement and the Final Approval Hearing by first class mail, postage prepaid, and 2 electronically by email if possible under the terms of the Settlement Agreement; 3 WHEREAS, the court-appointed Notice Administrator, JND Legal Administration, 4 effectuated notice to the Settlement Class in accordance with the Preliminary Approval Order and 5 also pursuant to the notice requirements set forth in 28 U.S.C. § 1715; 6 WHEREAS, Named Plaintiffs submitted their motion for final approval of class settlement, 7 and motion for award of attorneys' fees and expenses, and approval of incentive awards on April 8 4, 2014 and AHM submitted its opposition to Plaintiffs' motion on June 26, 2024; 9 WHEREAS, on August 15, 2024, the Court conducted the Final Approval Hearing to 10 determine whether the proposed Settlement is fair, reasonable, and adequate, whether the 11 Settlement should be granted final approved by this Court, whether Class Counsel's request for 12 attorneys' fees in the amount of \$10,900,000, and reimbursement of expenses in the amount of 13 \$1,037,458.66 should be awarded; and whether the request for an incentive award to each of the 14 Named Plaintiffs in the amount of \$7,500 should be approved; and 15 WHEREAS, the parties having appeared at the Final Approval Hearing; 16 THEREFORE, after reviewing the pleadings and evidence filed in support of final approval 17 of the Settlement as well as Plaintiffs' requested award for attorneys' fees, reimbursement of 18 expenses and incentive awards and supporting documentation and AHM's Opposition, and hearing 19 the attorneys for the parties, 20 IT IS ON THIS 11th day of June, 2025, ORDERED and, ADJUDGED that the Settlement 21 is finally approved and the Court hereby finds and orders as follows: 22 1. The Court finds, upon review of the Settlement and consideration of the relevant 23 factors listed under Rule 23(e)(2) and discussed in *In re Bluetooth Headset Prod. Liab. Litig.*, 654 2 24 1 F.3d 935, 946 (9th Cir. 2011), that the Settlement is fair, reasonable and adequate. Accordingly, 2 the Settlement is hereby finally approved by the Court. 3 2. The Settlement is in the best interests of all Class Members and Defendant. 4 3. This Final Approval Order and Judgment incorporates and makes part hereof the 5 Settlement Agreement and all Exhibits thereto. 6 4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. 7 § 1332(d)(2). Further, the Court has personal jurisdiction over the Plaintiffs and Defendant, 8 venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, 9 including all exhibits thereto, and to enter this Final Approval Order. Without in any way 10 affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all 11 matters relating to administration, consummation, enforcement, and interpretation of the 12 Agreement and of this Final Approval Order, and for any other necessary purpose. 13 5. In addition to having personal jurisdiction over the Plaintiffs, the Court also has 14 personal jurisdiction over all Settlement Class Members because they received the requisite 15 notice and due process. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985) 16 (citing *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314-15 (1950)). 17 6. Based upon the record before the Court, its earlier Order Granting Motion for 18 Class Certification (ECF No. 291), all submissions in support of the Settlement and for 19 modification of the earlier Order Granting

Motion for Class Certification (ECF No. 291), the 10 20 objections and 57 opt-out requests, as well as the Settlement Agreement itself, the Court hereby 21 certifies a Class of all persons who purchased the following Acura vehicles before the vehicles 22 reached 10 years/120,000 miles: 2004-2008 TL, 2005-2008 MDX, or 2007-2009 RDX in the 23 States of California, Kansas, New York and Washington, 3 24 1 7. Excluded from the Class are Defendant and its parents, subsidiaries, and affiliates; 2 all persons who properly elect to be excluded from the Classes; governmental entities; and the 3 undersigned Judge to whom this case is assigned and his immediate family. 4 8. In so holding, the Court finds that the requirements of Federal Rule of Civil 5 Procedure 23(a) and (b)(3) have been satisfied for certification of the Class for settlement 6 purposes because: Class members, numbering in the thousands, are so numerous that joinder of 7 all members is impracticable; there are questions of law and fact common to the Class; the 8 claims and defenses of the Named Plaintiffs are typical of the claims and defenses of the Class 9 Members they represent; the Named Plaintiffs have fairly and adequately protected the interests 10 of the Class with regard to the claims of the Class they represent; common questions of law and 11 fact predominate over questions affecting only individual Class Members, rendering the Class 12 sufficiently cohesive to warrant a class settlement; and the certification of the Class is superior to 13 individual litigation and/or settlement as a method for the fair and efficient resolution of this 14 matter. In making all of the foregoing findings, the Court has exercised its discretion in 15 certifying the Class based, inter alia, upon the Court's familiarity with the claims and parties in 16 this case. 17 9. The Settlement Agreement and the proposed Settlement were reached after lengthy 18 and rigorous arm's-length negotiations between the parties. The Settlement Agreement and the 19 proposed Settlement are fair, reasonable, and adequate. 20 10. The Settlement was the result of the parties' good faith negotiations and counsel 21 has adequately assessed this case's strengths and weaknesses and structured the Settlement in a 22 way that adequately accounts for those strengths and weaknesses. 23 4 24 1 11. The Court finds that in negotiating, entering into, and implementing the Settlement, 2 the Named Plaintiffs and Class Counsel have fairly and adequately represented and protected the 3 interests of all of the Class Members. 4 12. Notice in the form approved by the Court was provided, and it constituted the best 5 practicable notice under the circumstances. The Court further finds that the forms of Notice were 6 concise, clear, and in plain, easily understood language and were reasonably calculated, under the 7 circumstances, to apprise Class Members of the pendency of the Action, the claims, issues, and 8 defenses of the Class, the definition of the Class certified, their right to be excluded from the Class, 9 their right to object to the proposed Settlement, their right to appear at the Final Approval Hearing, 10 through counsel if desired, and the binding effect of a judgment on Class Members; and were 11 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive 12 notice. 13 13. The terms of the Settlement Agreement and the Final Approval Order are binding 14 on the Named Plaintiffs and all other Class Members, as well as their heirs, executors and 15 administrators, successors and assigns. 16 14, As set forth in the Settlement Agreement and by

operation of law, and incorporated 17 by reference hereto, the terms of the Settlement Agreement and the Final Approval Order shall 18 release any and all claims, actions, causes of action, counterclaims, demands (including, without 19 limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, 20 liabilities, rights, demands, suits, debts, liens, contracts, agreements, offsets or liabilities, including 21 but not limited to tort claims, claims for breach of contract, breach of the duty of good faith and 22 fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent 23 inducement, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade 5 24 1 practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory 2 relief, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, 3 alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under 4 federal law, state law, common law, or local law, which the Named Plaintiffs and/or any Settlement 5 Class Member had, have, or may in the future have, with respect to any conduct, act, omissions, 6 facts, matters, transactions or oral or written statements or occurrences relating to or arising out of 7 the HFL System, as asserted in the Litigation, including via the use of a class action procedural 8 device by the Named Plaintiffs and/or Settlement Class Members whether at law or equity, against 9 AHM and all of the Releasees for injunctive relief, declaratory relief, and economic injury or 10 damages. The Released Claims do not include claims for personal injury or wrongful death. 11 14. The parties and their counsel are ordered to implement and to consummate the 12 Settlement Agreement according to its terms and provisions. 13 15. All claims against AHM in this Action are hereby dismissed on the merits and with 14 prejudice, without fees or costs to any party except as provided below. 15 16. The Release set forth in the Settlement Agreement is incorporated by reference 16 and shall mean AHM, its parent, subsidiaries, affiliates and related entities and all of its past and 17 present directors, officers, employees, partners, principals, agents, and each of their predecessors, 18 successors, parents, subsidiaries, divisions, joint ventures, attorneys, insurers, reinsurers, assigns, 19 related or affiliated entities, Authorized Honda and Acura dealers, distributors, suppliers, and any 20 members of their immediate families, and any trust for which any of them are trustees, settlers, 21 or beneficiaries. 22 17. The Court hereby grants Class Counsel an award of reasonable attorneys' fees, in 23 the amount of \$8,555,519.50, and reimbursement of costs and expenses in the amount of 6 24 1 || \$1,026,270.91, in the total amount of \$9,581,790.41. The Court also grants each Named Plaintiff 2 || an incentive award in the amount of \$5,000. 3 18. Within forty-five (45) days after the Effective Date, provided that the order(s) 4 || awarding Class Counsel Fees and Expenses and/or Service Awards have become Final, and 5 || provided that Class Counsel has provided AHM with requisite W-9s and completed wire transfer 6 || forms, AHM shall pay, by wire transfer to the trust account of Seeger Weiss LLP, the Class 7 || Counsel Fees and Expenses and Service Awards. 8 || 19. Nothing in this Settlement Agreement or Settlement shall be construed or 9 || admissible as an admission by AHM of any wrongdoing whatsoever including an admission of a 10 || violation of any statute or law, or of

liability on the claims or allegations in the Litigation; and 11 || the Parties agree and understand that neither this Settlement Agreement nor the settlement it 12 || represents shall be construed or admissible as an admission by AHM in the Litigation or any 13 || other proceedings that the Named Plaintiffs' claims, or similar claims, are or would be viable or 14 || suitable for class treatment if the Litigation proceeded through both litigation and trial. 15 20. Without affecting the finality of the Final Approval Order and Judgment, the Court 16 || may retain continuing and exclusive jurisdiction over the parties, including all Settlement Class 17 || Members, for the purpose of the administration and enforcement of this Settlement Agreement. 18 21. There being no just reason to delay, the Clerk is directed to enter this Final Approval 19 || Order and Judgment forthwith. 20 IT ISSO ORDERED. 21 Dated: June 11, 2025 . .

22 JON S. TIGAR

ited States District Judge 23 24

{PROPOSED} FINAL APPROVAL ORDER AND JUDGMENT - 4:16-CV-04348-JST